				1. CONTRACT ID CODE	PAGE OF PAGES			
AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT		J	1 8			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJ	ECTNO.(Ifapplicable)			
0002	14-Dec-2009							
6. ISSUED BY CODE	W5J9JE	7. ADMINISTERED BY (If other than item 6)	_	CODE				
AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, S	State and Zip Code)	Х	9A. AMENDMENT OF W917PM-09-R-0114	SOLICITATION NO.			
			Х	9B. DATED (SEE ITE) 14-Nov-2009				
				10A. MOD. OF CONTRACT/ORDER NO.				
CODE	FACILITY COD	DE		10B. DATED (SEE IT)	EM 13)			
11.	ΓHIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS				
X The above numbered solicitation is amended as set forth	in Item 14. The hour and	date specified for receipt of Offer		is extended, X is not	extended.			
(a) By completing Items 8 and 15, and returning 1 or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an	Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning							
	Transfer (in response)							
IT MODI	FIES THE CONTRAC	O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN ITI	ЕМ	14.				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN	ITEM 14 ARE MADE I	NTHE			
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			es in paying			
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and a	authority)							
E. IMPORTANT: Contractor is not, [is required to sign	n this document and return	co	pies to the issuing office.				
 14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Provide a new price schedule Correct email address in Section 0110 to paul. Provide answ ers to offerors' questions. 			itat	ion/contract subject matt	er			
A conformed copy of the RFP is attached. The slides from the presolicitation conference are attached.								
Except as provided herein, all terms and conditions of the do	cument referenced in Items	PA or 10A, as heretofore changed, remains uncha	nged	and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO			pe or print)			
		TEL:		EMAIL:				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME	RIC	A	16C. DATE SIGNED			
		BY			14-Dec-2009			
(Signature of person authorized to sign)		(Signature of Contracting Of	fice	er)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Provide a new price schedule Correct email address in Section 0110 to paul.c.daugherty@usace.army.mil Provide answers to offerors' questions. A conformed copy of the RFP is attached.

Answers to Offeror's Questions

1. Will a facility density list be made available for each site to define the number and type of facilities to be maintained? (tents, hardstand wood / steel, brick & mortar)

ANSWER: No

2. What level of O&M will be required for each facility? (Level A, B, C or a combination depending on facility usage)

ANSWER: This contract is for small job construction to support the O&M program, and not for the day-to-day O&M of the facilities.

3. The RFP indicates "repair" of facilities. In what condition are the existing facilities at present?

ANSWER: Existing facilities are currently in good working condition and most are less than 10 years old. The term "Repair" of facilities in the RFP is used to denote repairs as needs arise.

4. If a facility is in need of repair, will the contractor be granted the benefit of a technical inspection to identify deficiencies and repair cost prior to assuming O&M? If so, will the repair cost be negotiated as a sole source award?

ANSWER: The contractor will not assume day-to-day O&M under this contract, but will provide small job construction under task orders as the need arises. Site visit and inspection will be conducted to scope work prior to issuing a Job Order under this contract. Pricing is pre-negotiated as listed in the Unit Price Book and the contractor's fixed coefficients. Items not in the UPB will be negotiated with the contractor as necessary.

5. Are there any specialized facilities or services that will require repair and / or O&M such as water purification, fuel storage / distribution, DFAC, laundry, crash / fire / rescue, waste water treatment & disposal, mortuary affairs?

ANSWER: Yes, there are specialized facilities that will require repair, but not daily operation. Operation will be under a separate contract.

6. Will the contractor be required to keep an authorized PLL for repair / O&M parts and material or will the items be supplied as GFE / GFM?

ANSWER: There is no requirement for a prescribed load list. Typically, there will not be government furnished equipment or material under a task order, however there may be exceptions on a project-by-project basis.

7. The RFP indicates the use of FSS, will the Government provide the contractor FSS items as GFM?

ANSWER: There is no requirement to use the Federal Supply Service in the RFP. However, the FSS maintains some of the incorporated specifications, which may be obtained from the FSS.

8. What are the expectations of the Government concerning the requirement for response times? (Permanent presence residence or ring route response)

ANSWER: Contractor shall be fully mobilized and on site as described in FAR clause 52.211-10 contained in each task order. This may vary depending on the task order, but will generally be 10 days after notice to proceed is issued. A permanent presence is not required at each site.

9. Assuming permanent presence residence is required and the contractor provides its own billeting / administrative office facilities, will the contractor's personnel be permitted to stay within the security perimeter of the base? Or will the contractor need to establish an LSA outside the base perimeter at the contractors expense.

ANSWER: A permanent presence is not required at each site. The Contractor shall make its own provisions for billeting and administrative office facilities. Contractor personnel will not be permitted to stay within the security perimeter of the bases or Garrisons. It is expected that the overwhelming majority of the contractor's workforce will be locally hired Afghans who will not require a large logistics footprint because they will live in their own homes or on the local economy.

10. Are there any requirements for maintaining equipment or personnel property such as generators, portable light sets, tactical and non tactical vehicles, RTCH, fork lifts, man lifts, cranes? If so, will an equipment density list be provided by the Government?

ANSWER: No

11. Will a Master Statement of Work (MSOW) be drafted by the Government to clearly define all requirements and deliverables for each facility? If so, will the MSOW be made available prior to the RFP response suspense date to allow timely proposal submittal?

ANSWER: No

12. Will the Government prepare and make available a list of specific construction projects to be completed under this contract and define all requirements of the construction projects.

ANSWER: No. The type of construction projects are identified in the RFP. Specific construction projects are unknown at this time and will be scoped under the contract as need arises.

13. Regarding construction projects, who will be responsible for supplying construction materials?

ANSWER: The contractor shall obtain their own construction materials. This is included in the direct cost of the Unit Price Book.

14. The RFP indicates the requirement for asbestos abatement, has the Government identified any specific facilities that would require asbestos abatement and to what magnitude will the requirement apply?

ANSWER: No inventory of specific facilities has been identified at this time. Contractor is required to perform asbestos abatement should it be determined necessary under a Job Order.

15. In the meeting, it was disclosed that the coefficient total would equal 200% but the RFP document indicates 100%. Can this be clarified?

ANSWER: The example of 200% was merely a round number used as an example. You should price a coefficient based upon your own cost structure. Provide the various indirect costs and mark-ups as a percentage of the UPB direct costs, not your own direct cost pool. These would then add up to your total coefficient. Here is another example:

For example, say the scope of work is to lay a certain length of "Sidewalks, no base,100 mm T,20 MPa, CIP w/150 x 150 mesh, broom finish, concrete". This is found in the UPB under item "02514 0310" on page 02-37. The UPB direct cost is \$21.74 per square meter. Now say the contractor has priced out all his direct costs (materials and labor) and comes up with \$27.18 per square meter. 27.18, 21.74 = 125%. So the direct cost adjustment factor will be 125%.

Normally, indirect rates are expressed as a percentage of the contractor's direct cost pool. However, in this case, we wish to express the contractor's indirect rates as percentages of the UPB cost. You may reach this percentage in two ways. The long way is to multiply the indirect rate by the actual direct cost to get a dollar figure for the indirect cost and then divide by the UPB cost to yield a percentage of the UPB. This is demonstrated in the table below. A short cut is to find the direct cost as a percentage of the UPB (in this example 125%) and then multiply the indirect rates by that percentage. Either method should yield the same percentages. This is shown in the table below.

A	В		C	D
	Adjustments and indirect rates as % of contractor's direct cost	Dolla	ar amount	As percentage % of UPB
UPB Rate for Sidewalks/sq meter		\$	21.74	
Example Contractor's Direct Cost for sidewalks / sq meter		\$	27.18	125.00%
Mob & Demob	10.00%	\$	2.72	12.50%
Security	12.00%	\$	3.26	15.00%
Home Office	6.30%	\$	1.71	7.88%
G&A	2.40%	\$	0.65	3.00%
Profit	6.00%	\$	1.63	7.50%
Other	4.00%	\$	1.09	5.00%
Total Coefficient				175.88%
Total Price /sq meter		\$	38.24	

Column D now sums to 175.88% and the contractor should enter the column D percentages into the schedule.

Direct Cost Adjustment 125%

Mobilization & Demobilization 12.5%

Security 15.0%

Home Office 7.88%

G&A Factor 3.0%

Profit 7.5%

Other (explain in separate narrative) 5.0%

***Total Price Coefficient Percentage Factor 175.88 % ***

Again, this is an example. You will have to calculate your own coefficients based upon your accounting system, direct cost inputs, and your indirect rates. Pricing out the sample task orders should help you estimate what your direct and security costs would be to operate in any particular province. You can then compare those direct costs to the UPB to derive your direct cost adjustment and use that to multiply out your indirect rates.

16. Clarification is needed regarding the sample Task Order. Does the Government require the contractor to submit a sample proposal for the indicated Task Order or will the Government provide a sample to the contractor as an example of the formatting requirements?

ANSWER: Government requires the contractor to submit a proposal for the indicated Task Order. The scope for this task was included in Amendment 1 to the RFP.

17. If the Government requires a sample proposal what are the submittal requirements and suspense date of the sample proposal.

ANSWER: Offer closing date for the RFP is 28 December. Proposals for the sample project shall be included as a part of the RFP proposal package.

18. Does the Contractor assume O&M responsibilities for the facility after completion of the Task Order?

ANSWER: No, this contract is for small job construction to support the O&M program, and not for the day-to-day O&M of the facilities.

- 19. In the case of ambiguity, is it proper to follow the order of precedence in the document? ANSWER: You should identify any ambiguity to the Contracting Officer for clarification before you submit your proposal.
- 20. How can we put the MAX NET AMT as work is not defined up to now? Or should we put the coefficient?

ANSWER: Enter only the coefficients in the schedule at this time. For a task order proposal, the contractor will provide an amount for the actual work.

21. How can we put price for non-pre-priced construction? Only the amount with the price proposal? Same problem for CLIN no 2007 and 2008.

ANSWER: At this time, do not enter any amount for the non-pre-priced CLIN or the DBA CLIN in the schedule. These CLINs will be negotiated for each task order. However, remember to price these on your sample task order proposals if necessary.

22: In the sample task order, the first page tells to prepare detailed cost estimate. (You mean cost for each component of work) or only the base bid item in the page.

ANSWER: This means you should provide a detailed cost proposal identifying the components in the UPB where appropriate, a detailed cost breakdown of non-UPB items, and a line item for the DBA insurance.

23. Please provide "Unit" abbreviation explanation.

ANSWER: The Government does not understand the question. The word "Unit" is used in its normal sense.

24. How are items not included in the UPB included in the bid (e.g. 25mm plywood, 2x12 lumber, expatriate labor)?

ANSWER: Items not included in the UPB should be itemized and totaled. Remember to apply indirect rates and profit to these items. The total should then be proposed under the CLIN for "Non Prepriced Construction". Also, please be aware that the tasks in the UPB already include direct cost such as materials and labor, so in your example, the lumber, plywood, and labor is already included in the UPB.

25. Please provide an example that describes how the coefficients on the price schedule works. If the total of the coefficients equals 100%, how that correlate to a total % increase on a UPB line item.

ANSWER: The total of the coefficients will not necessarily be 100%, but will be different for each offeror. See the answer for question 15.

26. If the Contractor provides its own office and accommodation facilities, can it locate those facilities within the base/ FOB?

ANSWER: No.

27. We are in need of following information in order to register and process registration with Central Contract Registration (CCR). For your information while we are going to process registration it needs DUNS number and valid email address using Federal agency email domain, if possible how we can obtain an email address of Federal Agency domain?

ANSWER: Please contact the CCR help desk or view the help page at https://www.bpn.gov/ccr/help.aspx

28: A review of the Solicitations W917PM-09-R-0113 & W917PM-09-R-0114 shows a scope of work description that includes:

Amendment 1 shows information about a Morgue and Body Wash facility and there is discussion about a Sample Task in the Q&A section. Is the interpretation of this as a sample task correct? It would seem apparent that a Firm, Fixed Price Contract would require a Firm Fixed Scope of Work in order to provide a competitive bid.

ANSWER: The Morgues and Body Washes are sample tasks for some provinces and will become the initial task for the indicated provinces (Khost for W917PM-09-R-0113 and Zabul for W917PM-09-R-0114). Each task order under the contracts will be firm fixed price. At the contract level, the coefficient rates are fixed. Completing the Sample (or initial) task for each province will assist the offeror to discover its direct price adjustments for each province and help price the coefficients for each CLIN.

29. Will there be a more detailed description of the Scope of Work provided in upcoming amendments?

ANSWER: No

30. Regarding the Solicitation Contract Form -Section 00010, Item 0009 which is Base Period - Non Prepriced Construction; shall we make a coefficient for that line item too or shall we leave it as empty? Since in Clin Item 0009 and on Page 129/184,in article ii) TAB B, it is mentioned that if an item is not in the UPB, it will be negotiated as CLIN 0009 to an individual Task Order.

ANSWER: The CLIN for non-pre-priced construction should be blank in the overall proposal schedule because it will be negotiated separately for each task order. On the sample tasks, propose a price for this CLIN, if necessary.

31. Same question applies to DBA Line Items, since there it is also mentioned that if an item is not in the UPB, it will be negotiated as CLIN 0009 to an individual Task Order .Please clarify.

ANSWER: The DBA CLIN will be blank on your proposal schedule because it will be different for every task order, depending on the payroll costs. Remember to propose a price for the sample task orders.

32. Please explain or give an example of how to fill out Clin Item 0011 which is Base Period - minimum guarantee. As percentage (%) or as coefficient (1,...)?

ANSWER: The minimum guarantee will be \$10,000 for the base period.

33 Please justify our understanding in how to fill out the Solicitation Contract Form with the given example below;

^{*} real property repair, maintenance, and minor repair, general building renovation

^{*} repair and general environmental work

^{*} incidental new minor construction, excavation, UXO demining related to construction activities, plumbing, demolition, electrical, structural, mechanical, concrete work detailed site assessments and environmental remediation.

Mobilization & Demobilization	3 %
Security	4 %
Home Office	2 %
G&A Factor	5 %
Profit	10 %
Other (explain in separate narrative)	0 %
(Total Sum of Above	60%)

Sum the above percentages and add to 100%. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.

***Total Price Coefficient Percentage Factor 160 % ***

(1, 60) (Are we going to write down the same figure as a coefficient here?)

If it is so, please confirm. If not, please give a numerical example in the right format for our understanding better.

ANSWER: See the answer to question 15. Note that the instructions to add 100% to the coefficient have been deleted.

34. We assume that the currency used in UBP is in USD. Please confirm.

ANSWER: Yes, it is US Dollars.

35. What is meant by "Direct Cost Adjustment" in the schedule?

ANSWER: This means the difference between the direct cost in the UPB and your direct cost. For example, if the UPB direct cost for an item is \$200 and your direct cost is \$220, then your direct cost adjustment will be 110% (220/200 = 1.10). If the UPB direct cost is \$200 and your direct costs is \$175, then your direct cost adjustment will be 87.5% (175/200 = .875)

(End of Summary of Changes)

SOLICITATION, OF	FER, 1.	SOLICITATION NO.		OF SOLICITA	-	3. DATE ISSUED	PAGE OF PAGES		
AND AWARD (Construction, Alteration, o	r Repair)	/917PM-09-R-0114-0002		EALED BID (II EGOTIATED <i>(</i>		14-Nov-2009	1 OF 173		
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.									
4. CONTRACT NO.		5. REQUISITION/PURCH	•		•	6. PROJECT NO.			
7. ISSUED BY	COD	DE W5J9JE	3	B. ADDRESS OF	FER TO	(If Other Than Item 7)	ODE		
AFGHANISTAN DISTRICT NOR' US ARMY CORPS OF ENGINEE OPERATION ENDURING FREEI APO AE 09356	RS			See Item	7				
TEL:	FA	AX:		TEL:		FAX:			
9. FOR INFORMATION	A. NAME			B. TELEF	PHONE NO.	(Include area code)	(NO COLLECT CALLS)		
CALL:	PAUL C DA	UGHERTY							
			SOLICITA	ATION					
NOTE: In sealed bid solic	itations "o	ffer" and "offeror" me	an "bid" an	d "bidder".					
10. THE GOVERNMENT REQU	JIRES PERFC	DRMANCE OF THE WORK I	DESCRIBED IN	THESE DOCU	MENTS	(Title, identifying	no., date):		
The U.S. Army Corps of Eng Job Order Contract for mind This solicitation will result in The total contract capacity A PRE-PROPOSAL CONFER SOLICITATION FORMAT: SECTION 00010 SOLICITATION SECTION 00100 INSTRUCTION SECTION 00600 REPRESENT SECTION 00700 CONTRACT SECTION 00800 SPECIAL CO	or constructions a contract for the contract for the contract for the contract for the contract for contract	on,maintenance and repair or up to three (3) years tol act will be \$99,000,000 ove BE HELD ON 22 NOV EMBE CT FORWBIDDING SCHED DERS D CERTIFICATIONS EQUIREMENTS	w ork through cal w ith one to er the life of the R AT 1000, Country	hout Southern v elve (12) mor he contract. ralaa House, Ka	Afghanista	n. ar and two (2) one year nistan.	options.		
11. The Contractor shall begin	•		•	omplete it w ithi	''	_ calendar days after re 2 211-10	ceiving		
12 A. THE CONTRACTOR MU	X aw ard, notice to proceed. This performance period is mandatory, negotiable. (See 52.211-10) 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) YES X NO								
13. ADDITIONAL SOLICITATIO	N REQUIRE					•			
 A. Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by 04:00 PM (hour) local time 28 Dec (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee is, X is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. 									
D. Offers providing less than90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.									

SOLICITATION, OFFER, AND AWAR						•	tinued)				
				(Construction	·	<u> </u>	d by offeror)			
14. NAME AND AD	DRESS OF	OFFEROR	(Include ZI		-	Must be fully completed by offeror) 15. TELEPHONE NO. (Include area code)					
					16. REMITTA	NCE ADDRES	SS (Include	e only if differei	nt than Item	14)	
					See Item	1.1					
					See iteli	14					
CODE		FACILITY CO	ODE								
17. The offeror agr											
accepted by the G		_						ny number equ	_	ater than	
the minimum requi	irements st	ated in Item 1	13D. Failure	to insert any num	ber means th	e offeror acce	epts the minin	num in Item 13L).)		
AMOUNTO			-0								
AMOUNTS S	SEE SCHED	ULE OF PRICE	:5								
18. The offeror ag	rees to furn	nish any requi	ired performa	nce and payment	bonds.						
			-	19. ACKNOWLED	GMENT OF A	MENDMENTS					
		(The offe	ror acknowledg	es receipt of amendn	ents to the soli	citation give n	umber and date	of each)			
AMENDMENT NO.											
DATE											
DATE											
20A. NAME AND T OFFER (Type or		RSON AUTHO	ORIZED TO SK	GN	20B. SIGNA	20B. SIGNATURE 20C. OFFER DATE					
			AV	VARD (To be co	mpleted by	Government	·)	'			
21. ITEMS ACCEPTED:											
		_									
22. AMOUNT		23. ACCO	UNTING AND	APPROPRIATION I	DATA						
24. SUBMIT INVOIC		DECC CHOM	/NI INI	ITEM	25 OTL			COMPETITION I		TO	
(4 copies unless othe			/IN IIN	ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO					
			<u> </u>								
26. ADMINISTERED	BY	COL	DE		27. PAY	MENT WILL B	EMADEBY:	CODE			
		CONT	TRACTING C	FFICER WILL CO	OMPLETE ITI	M 28 OR 29	AS APPLICAE	BLE			
28. NEGOTIATE	ED A GREEN	MENT (Cont	tractor is require	ed to sign this	29.	AWARD (Cor	ntractor is not re	equired to sign this	document.)		
document and return to furnish and delive	-	-		=		Your offer on this solicitation, is hereby accepted as to the items listed. This award con-					
on this form and any		•				summates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is					
contract. The rights and obligations of the parties to this contract shall be		necessa	у.								
governed by (a) this representations, cert											
ence in or attached to			o incorporate	a by lolol.							
30A. NAME AND T	TLE OF CO	NTRACTOR (OR PERSON A	AUTHORIZED	31A. NAM	E OF CONTRACT	ING OFFICER	(Туре	or print)		
TO SIGN (Type of	r print)										
30B. SIGNATURE			30C. DATE		TEL:		EMA	AIL:			
					31B. UN	TED STATES	OF AMERICA		31C. AV	VARD DATE	
					BY						

NSN 7540-01-155-3212 **STANDARD FORM 1442 BACK** (REV. 4-85)

Section 00010 - Solicitation Contract Form

EXECUTIVE SUMMARY

The Afghanistan Engineer District - North will award a Firm-Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract for the Southern and Western regions of Afghanistan with a ceiling capacity of \$99 Million. A single award is contemplated, but the Government reserves the right to award more than one contract. Work under this contract will include, but is not limited to, real property repair, maintenance, minor construction, and/or asbestos abatement. The task orders will primarily address general building renovation, and repair, structural and perimeter security additions and upgrades, road and pavement repair, and general environmental work. This work includes, but is not limited to, incidental new minor construction, excavation, UXO demining incidental to construction activities, plumbing, demolition, electrical, structural, mechanical, concrete work, detailed site assessments, and environmental remedial work in the north regions of Afghanistan. Each project task order awarded under the resulting contract will be normally comprised of a number of pre-described tasks defined in the Unit Price Book and its associated specifications. The area covered by this contract will include the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis, Heart, Nimroz, Helmand, Kandahar and Zabul. The total contract will not exceed \$99,000,000 over the life of the contract. The minimum guarantee amount shall be \$10,000.00 for the base period only. This procurement is solicited on a full-and-open basis. Award will be made of the basis of "best value", price and other factors considered.

The "Afghanistan Job Order Contract Technical Specifications" and the "Afghanistan Unit Price Book Job Order Contract Construction Task Catalog" published by The Gordian Group are incorporated by reference into this solicitation and any resulting contract. Both publications are available at the Afghan Engineer District website as described in the solicitation.

The line items in this Request for Proposal (and the resulting contract) are broken down by province or groups of provinces. The Government expects that each line item will reflect the unique market and operational challenges in the respective provinces and vendors are expected to take these considerations into account when proposing a price coefficient for each line item.

Both an initial task order and several sample task orders will be used as part of the evaluation process. This solicitation contains an initial task order project. This project is typical of jobs that will be performed under the resulting contract. This project will be awarded as the initial task order under the resulting IDIQ Contract for construction in Zabul Province. The sample task orders will all use the same project scope and drawings as the initial task, but vendors will provide price proposals for each province (or group of provinces) as though the project were to be built in each province (or group of provinces) included in the respective CLINs.

The Government will evaluate proposals by using the Best Value source selection process (FAR Part 15.101-1). During this process the merits of an Offeror's technical proposal and past performance are evaluated using the adjective rating systems and evaluation criteria set forth in Sections 00120 of the Solicitation. The Government will evaluate the individual price coefficients, the prices for each of the initial and sample tasks, and the overall aggregate price for all the sample task orders to determine if the proposed prices are fair, reasonable, and realistic.

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED Lump
Sum

Base Period - Multiple Provinces

FFP

Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

MAX NET AMT

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ITEM NO 000101	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED l Work Hours	UNIT	UNIT PRICE	MAX AMOUNT							
	(UPB). Enter coefficients it MAX NET AMOUNT on the	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %											
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				·-								
	MAX NET AMT											

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SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
New Construction -Overting				
FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT onl	in the blanks below the contract sched	v. Do not enter a ule. The contra	ny dollar amount for	
Direct Cost Adjustment				
Mobilization & Demobiliz Security%	ation %			
Home Office%				
G&A Factor% Profit %				
Other (explain in separate	narrative)	%		
Sum the above percentage that will be multiplied by t				
***Total Price Coefficient	Percentage Factor	· %	***	
FOB: Destination				
			MAX	
			NET AMT	

ITEM NO

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ITEM NO 000103	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
000103	Repair - Normal Work Hot FFP	Repair - Normal Work Hours									
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a										
		IAX NET AMOUNT only at the task order level.									
Direct Cost Adjustment % Mobilization & Demobilization %											
	Home Office% G&A Factor%										
	Profit% Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										

MAX NET AMT

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ITEM NO 000104	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT							
	Repair - Overtime											
	FFP											
	Express the following as percentages of direct costs in the Unit Price Book											
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
	MAX NET AMOUNT on the contract schedule. The contractor will enter a											
	MAX NET AMOUNT only at the task order level.											
	Direct Cost Adjustment %											
	Mobilization & Demobilization %											
	Security%											
	Home Office%											
	G&A Factor%											
	Profit%											
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient											
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	that will be manapled by the direct cost in the Olit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
	NET AMT											

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED Lump
Sum

Base Period - Herat

FFP

Minor construction, repair and maintenance services throughout the province of Herat. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

MAX NET AMT

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ITEM NO 000201	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED Il Work Hours	UNIT	UNIT PRICE	MAX AMOUNT					
	FFP									
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for									
	MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization %									
	Security%									
	Home Office% G&A Factor%									
	Profit%									
	Other (explain in separate narrative)%									
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % ***									
	FOB: Destination									
				MΔX						

NET AMT

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ITEM NO 000202	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT							
		New Construction -Overtime										
	FFP Express the following as percentages of direct costs in the Unit Price Book											
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
	MAX NET AMOUNT on the contract schedule. The contractor will enter a											
	MAX NET AMOUNT only at the task order level.											
	Direct Cost Adjustment %											
	Mobilization & Demobilization %											
	Security% Home Office%											
	G&A Factor%											
	Profit %											
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient											
	that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
	NET AMT											

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ITEM NO 000203	SUPPLIES/SERVICES Repair - Normal Work Ho	MAX QUANTITY UNDEFINED irs	UNIT	UNIT PRICE	MAX AMOUNT							
	FFP	<u> </u>										
	(UPB). Enter coefficients i MAX NET AMOUNT on	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost AdjustmentMobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate second content of the content of t	ation %	%									
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				_								
				MAX								

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000204	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire in the blanks below the contract scheo y at the task order % ation% narrative) s. Enter the total of the direct cost in the	w. Do not entidule. The concentration of the concen	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED Lump
Sum

Base Period - Nimroz

FFP

Minor construction, repair and maintenance services throughout the province of Nimroz. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

MAX NET AMT

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ITEM NO 000301	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED of Work Hours	UNIT	UNIT PRICE	MAX AMOUNT					
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %									
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % ***									
	FOB: Destination									
				MAX NET AMT						

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SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
New Construction -Overting	me			
FFP Express the following as p	ercentages of direc	t costs in the U	nit Price Book	
(UPB). Enter coefficients i	in the blanks below	. Do not enter a	ny dollar amount for	
MAX NET AMOUNT on MAX NET AMOUNT onl			ctor will enter a	
WAX NET AMOUNT OIL	ly at the task order	icvci.		
Direct Cost Adjustment				
Mobilization & Demobiliz Security%	ation %			
Home Office%				
G&A Factor% Profit %				
Other (explain in separate	narrative)	%		
Cum the chave managetees	a. Entartha total or	the next line. T	This is the coefficient	
Sum the above percentage that will be multiplied by t				
***Total Price Coefficient FOB: Destination	Percentage Factor	·%	***	
FOB: Destination				
			MAX	
			NET AMT	

ITEM NO

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ITEM NO 000303	SUPPLIES/SERVICES Repair - Normal Work Hot	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
	FFP	<u>.</u>									
	Express the following as percentages of direct costs in the Unit Price Book										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment %										
	Mobilization & Demobilization %										
	Security% Home Office%										
	G&A Factor%										
	Profit% Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				_							
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000304	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire n the blanks below the contract scheo y at the task order % ation% narrative) s. Enter the total of the direct cost in the	w. Do not entidule. The concentration of the concen	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

O004 UNDEFINED Lump
Sum

Base Period - Helmand

FFP

Minor construction, repair and maintenance services throughout the province of Helmand. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

MAX NET AMT

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ITEM NO 000401	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED I Work Hours	UNIT	UNIT PRICE	MAX AMOUNT					
	(UPB). Enter coefficients in MAX NET AMOUNT on t	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.								
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %									
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % *** FOB: Destination									
				– MAX						

NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT						
000402		UNDEFINED									
	New Construction -Overting FFP	New Construction -Overtime FFP									
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment % Mobilization & Demobilization %										
	Security%										
	Home Office%										
	G&A Factor%										
	Profit %										
	Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient										
	that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
											
				MAY							

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ITEM NO 000403	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT				
	Repair - Normal Work HorFFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on	ercentages of dire n the blanks below the contract sched	w. Do not ente lule. The cont	r any dollar amount for					
	Direct Cost Adjustment	ation %	%						
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.								
	***Total Price Coefficient Percentage Factor % ***								
	FOB: Destination								
				MAX NET AMT					

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ITEM NO 000404	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
	Repair - Overtime										
	FFP										
		Express the following as percentages of direct costs in the Unit Price Book									
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for										
		MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment	%									
	Mobilization & Demobilization	zation %									
	Security%										
	Home Office%										
		G&A Factor%									
	Profit% Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient										
	that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
		MAX									
				NET AMT							

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED Lump
Sum

Base Period - Kandahar

FFP

Minor construction, repair and maintenance services throughout the province of Kandahar. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

MAX NET AMT

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ITEM NO 000501	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT					
	New Construction - Norma FFP Express the following as po (UPB). Enter coefficients i MAX NET AMOUNT on	ercentages of dire n the blanks below	w. Do not ente	er any dollar amount for						
	MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office %									
	G&A Factor% Profit% Other (explain in separate	narrative)	%							
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % *** FOB: Destination									
				_						
				MAX NET AMT						

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ITEM NO 000502	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
000502	New Construction -OvertiffFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	UNDEFINED me ercentages of dire in the blanks below the contract sched y at the task order	w. Do not enter dule. The con r level. % on the next lin he Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				– MAX	

NET AMT

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ITEM NO 000503	SUPPLIES/SERVICES Repair - Normal Work Hot	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
	FFP	•									
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000504	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire in the blanks below the contract scheol y at the task order which is a school which	w. Do not ent dule. The con r level. % on the next lin he Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

O0006 UNDEFINED Lump
Sum

Base Period - Zabul

FFP

Minor construction, repair and maintenance services throughout the province of Zabul. The period of performance will be for a term of twelve (12) months.

Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.

FOB: Destination

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ITEM NO 000601	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED Il Work Hours	UNIT	UNIT PRICE	MAX AMOUNT						
	FFP										
	Express the following as per										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment % Mobilization & Demobilization %										
	Security%										
	Home Office% G&A Factor%										
	Profit%										
	Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
	MAX										

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000602	New Construction -Overtine FFP Express the following as possible to the Construction of the Construction o	ercentages of dire in the blanks belo the contract scher y at the task orde % ation % marrative) s. Enter the total of the direct cost in t	w. Do not entidule. The conrelevel. —	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO 000603	SUPPLIES/SERVICES Repair - Normal Work Hou	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
	FFP	Repair - Normal Work Hours FFP									
	Express the following as pe										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment %										
	Mobilization & Demobilization %										
	Security% Home Office%										
	G&A Factor%										
	Profit% Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				MAX							

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ITEM NO 000604	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on MAX NET AMOUNT onl Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate and the separate separate separate separate) Sum the above percentages that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of direct the blanks below the contract scheduly at the task order with task or	. Do not enteralle. The control level. % a the next line to the Unit Price E	any dollar amount for actor will enter a This is the coefficient ook.	
				MAX	

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY UNDEFINED Lump

Sum

Base Period - Non Prepriced Construction

This CLIN is for items which are not contained in the Unit Price Book. A Firm Fixed Price will be negotiated on a per task order basis. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.

Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis, Heart, Nimroz, Helmand, Kandahar and Zabul. The period of performance will be for a term of twelve (12) months.

FOB: Destination

MAX NET AMT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT
QUANTITY

UNDEFINED Lump
Sum

Base Period - DBA Insurance

This CLIN is for DBA Insurance. A "not to exceed" ceiling will be negotiated on a per task order basis. The contractor will be reimbursed for the insurance premium for each task order upon presentation of a paid invoice from the DBA insurance company. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT **QUANTITY** 0009 1 Lump Sum Base Period - minimum guarantee This CLIN is for the minimum guarantee for the base performance period. FOB: Destination MAX**NET AMT** ITEM NO SUPPLIES/SERVICES **UNIT PRICE** MAX **UNIT** MAX AMOUNT **QUANTITY** 1001 **UNDEFINED** Lump Sum OPTION Option Period 1 - Multiple Provinces **FFP** Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis. The period of performance will be for a term of twelve (12) months. Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs. FOB: Destination MAX

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ITEM NO 100101 OPTION	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED al Work Hours	UNIT	UNIT PRICE	MAX AMOUNT				
	Express the following as p (UPB). Enter coefficients in MAX NET AMOUNT on MAX NET AMOUNT on	n the blanks below the contract sched	w. Do not enter lule. The con	er any dollar amount for					
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %								
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.								
	***Total Price Coefficient Percentage Factor % ***								
	FOB: Destination								
				MAX					

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ITEM NO 100102 OPTION	SUPPLIES/SERVICES New Construction - Overti	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT					
	FFP Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a									
	MAX NET AMOUNT only at the task order level. Direct Cost Adjustment % Mobilization & Demobilization %									
	Security% Home Office% G&A Factor% Profit%									
	Other (explain in separate narrative)% Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % ***									
	FOB: Destination									
				MAX						

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100103 OPTION	Repair - Normal Work Hoteler FFP Express the following as positive (UPB). Enter coefficients in MAX NET AMOUNT on MAX NE	ercentages of dire n the blanks below the contract sched y at the task order	w. Do not enti- lule. The con- r level. % on the next lin- the Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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100104	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT							
OPTION	Repair - Overtime											
	FFP	paraantagas of dira	at agets in the	Unit Drice Dook								
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
		MAX NET AMOUNT on the contract schedule. The contractor will enter a										
		MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment	Direct Cost Adjustment %										
	Mobilization & Demobilization	zation %										
	Security%	Security%										
	Home Office%											
		G&A Factor%										
	Profit%											
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient											
	that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
				NET AMT								

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Lump Sum		
OPTION	Option Period 1 - Herat FFP				
	Minor construction, repair	r and maintenance s	services through	out the province of	
	Herat. The period of perfe	formance will be for	a term of twelv	e (12) months.	
	Do not enter a price or cool indicated on the below sul		ors shall enter p	rice coefficients as	
	FOB: Destination				
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT				
100201		UNDEFINED							
OPTION	New Construction - Norma FFP	al Work Hours							
	Express the following as p	ercentages of dire	ect costs in the	Unit Price Book					
	(UPB). Enter coefficients i	n the blanks below	w. Do not ent	er any dollar amount for					
	MAX NET AMOUNT on	the contract sched	dule. The con	tractor will enter a					
	MAX NET AMOUNT onl	y at the task order	r level.						
	Direct Cost Adjustment								
	Mobilization & Demobilization %								
	Security%								
	Home Office%								
	G&A Factor%								
	Profit% Other (explain in concrete perretive)%								
	Other (explain in separate narrative)%								
	Sum the above percentages. Enter the total on the next line. This is the coefficient								
	that will be multiplied by the direct cost in the Unit Price Book.								
	1								
	***Total Price Coefficient Percentage Factor % ***								
	FOB: Destination								
				MAX					

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ITEM NO 100202 OPTION	SUPPLIES/SERVICES New Construction -Overtin	MAX QUANTITY UNDEFINED ne	UNIT	UNIT PRICE	MAX AMOUNT						
	FFP Express the following as n										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
		Direct Cost Adjustment %									
	Mobilization & Demobilization % Security %										
	Home Office%										
	G&A Factor%										
	Profit% Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100203 OPTION	Repair - Normal Work HorFFP Express the following as postupe (UPB). Enter coefficients in MAX NET AMOUNT on MAX NET AMOU	ercentages of dire in the blanks below the contract scheo y at the task order where ation	w. Do not entidule. The control level. —% on the next linthe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100204 OPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire in the blanks below the contract scheo y at the task order where the school of the contract scheo y at the task order where the total of the direct cost in the	w. Do not entidule. The conrelevel. —% on the next linche Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** UNDEFINED 1003 Lump Sum OPTION Option Period 1 - Nimroz Minor construction, repair and maintenance services throughout the province of Nimroz. The period of performance will be for a term of twelve (12) months. Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs. FOB: Destination

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ITEM NO 100301 OPTION	SUPPLIES/SERVICES New Construction - Norma	MAX QUANTITY UNDEFINED al Work Hours	UNIT	UNIT PRICE	MAX AMOUNT						
	(UPB). Enter coefficients it MAX NET AMOUNT on	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination			_							
				MAX							

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ITEM NO 100302 OPTION	SUPPLIES/SERVICES New Construction - Overting	MAX QUANTITY UNDEFINED me	UNIT	UNIT PRICE	MAX AMOUNT							
	FFP Express the following as percentages of direct costs in the Unit Price Book											
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
	MAX NET AMOUNT on			tractor will enter a								
	MAX NET AMOUNT only at the task order level.											
	Direct Cost Adjustment	Direct Cost Adjustment %										
	Mobilization & Demobiliz	ation %										
	Security%											
	Home Office%											
	Profit%	G&A Factor%										
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
	FOB: Destination											
				MAX								
				NET AMT								

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100303 OPTION	Repair - Normal Work Hot FFP Express the following as postupe (UPB). Enter coefficients it MAX NET AMOUNT on MAX NET AMO	ercentages of direct in the blanks below the contract schedy at the task order with the contract schedy at the task order with the direct cost in the direct cost in the second s	w. Do not entidule. The conrelevel. —% on the next linhe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100304 OPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentages that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire in the blanks below the contract sched y at the task order % ation% narrative) s. Enter the total of the direct cost in the	w. Do not entidule. The conrelevel. —% on the next linche Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT					
1004		UNDEFINED	Lump Sum							
OPTION	Option Period 1 - Helman FFP	Option Period 1 - Helmand								
	Minor construction, repair and maintenance services throughout the province of Helmand. The period of performance will be for a term of twelve (12) months. Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.									
	FOB: Destination									

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT					
100401		UNDEFINED								
OPTION	New Construction - Norma FFP	New Construction - Normal Work Hours								
	Express the following as po	ercentages of dire	ect costs in the	Unit Price Book						
	(UPB). Enter coefficients i	-								
	MAX NET AMOUNT on									
	MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment %									
	Mobilization & Demobilization %									
	Security%									
	Home Office%									
	G&A Factor%									
	Profit%									
	Other (explain in separate narrative)%									
	Sum the above percentages. Enter the total on the next line. This is the coefficient									
	that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % ***									
	FOB: Destination									
	MAX									

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT					
100402 OPTION	New Construction -Overtim	UNDEFINED le								
	Express the following as per	rcentages of dire	ect costs in the	Unit Price Book						
	(UPB). Enter coefficients in									
		MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.								
	Direct Cost Adjustment	%								
	Mobilization & Demobiliza	Mobilization & Demobilization %								
	Security%									
		Home Office%								
	G&A Factor% Profit%									
	Other (explain in separate narrative)%									
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient Percentage Factor % ***									
	FOB: Destination									

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ITEM NO 100403 OPTION	SUPPLIES/SERVICES Repair - Normal Work Ho	MAX QUANTITY UNDEFINED urs	UNIT	UNIT PRICE	MAX AMOUNT						
		FFP Express the following as percentages of direct costs in the Unit Price Peels									
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for										
	MAX NET AMOUNT on	MAX NET AMOUNT on the contract schedule. The contractor will enter a									
	MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment	Direct Cost Adjustment %									
	Mobilization & Demobilization % Security %										
	Home Office%										
	G&A Factor%										
	Profit%										
	Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				26177							
				MAX NET AMT							
				INDI MINII							

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ITEM NO 100404	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT				
OPTION	Repair - Overtime FFP								
	Express the following as p (UPB). Enter coefficients MAX NET AMOUNT on MAX NET AMOUNT on	in the blanks below the contract sched	w. Do not ente lule. The con	er any dollar amount for					
	Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate	zation %	%						
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.								
	***Total Price Coefficient Percentage Factor % ***								
	FOB: Destination								
				MAX					

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ITEM NO	SUPPLIES/SERVICES	MAX OUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
1005		UNDEFINED	Lump Sum				
OPTION	Option Period 1 - Kandah FFP	ar					
	Minor construction, repair and maintenance services throughout the province of Kandahar. The period of performance will be for a term of twelve (12) months. Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.						
	FOB: Destination						

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT					
100501 Option	New Construction - Norma	UNDEFINED al Work Hours								
	FFP									
	Express the following as p									
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for									
	MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment	%								
	Mobilization & Demobiliz									
	Security%									
	Home Office%									
	G&A Factor% Profit%									
	Other (explain in separate	narrative)	%							
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.									
	***Total Price Coefficient FOB: Destination	Percentage Facto	or	% ***						
				MAX						

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
100502 OPTION	UNDEFINED New Construction -Overtime FFP						
	Express the following as per	rcentages of dire	ect costs in the	Unit Price Book			
	(UPB). Enter coefficients in						
	MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.						
	Direct Cost Adjustment %						
	Mobilization & Demobilization %						
	Security%						
	Home Office%						
	G&A Factor%						
	Profit% Other (our lein in concrete normative)						
	Other (explain in separate narrative)%						
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.						
	***Total Price Coefficient Percentage Factor % ***						
	FOB: Destination						

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100503 OPTION	Repair - Normal Work Hot FFP Express the following as postupe (UPB). Enter coefficients it MAX NET AMOUNT on MAX NET AMO	ercentages of direct in the blanks below the contract schedy at the task order with the contract schedy at the task order with the direct cost in the direct cost in the second s	w. Do not entidule. The conrelevel. —% on the next linhe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				—— MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100504 OPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security	ercentages of dire in the blanks below the contract sched y at the task order ation % marrative) is. Enter the total of the direct cost in the	w. Do not entidule. The conrelevel. —% on the next linche Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006		UNDEFINED	Lump Sum		
OPTION	Option Period 1 - Zabul FFP		Sum		
	Minor construction, repair Zabul. The period of perfo		_	*	
	Do not enter a price or cool indicated on the below sul		ors shall enter p	rice coefficients as	
	FOB: Destination				
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT				
100601		UNDEFINED							
OPTION	New Construction - Norma	New Construction - Normal Work Hours FFP							
	Express the following as p	ercentages of dire	ect costs in the	Unit Price Book					
	(UPB). Enter coefficients	in the blanks belo	w. Do not ent	er any dollar amount for					
	MAX NET AMOUNT on	the contract sched	dule. The con	tractor will enter a					
	MAX NET AMOUNT on	MAX NET AMOUNT only at the task order level.							
	Direct Cost Adjustment %								
	Mobilization & Demobilization %								
	Security%								
	Home Office%								
	G&A Factor%								
	Profit% Other (cyrlin in concrete permetics)								
	Other (explain in separate narrative)%								
	Sum the above percentages. Enter the total on the next line. This is the coefficient								
	that will be multiplied by the direct cost in the Unit Price Book.								
	***Total Price Coefficient	Percentage Facto	or	_ % ***					
	FOB: Destination								
	MAX								
				IVIAA					

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100602 OPTION	New Construction -Overtine FFP Express the following as possible (UPB). Enter coefficients in MAX NET AMOUNT on MAX NET	ercentages of dire in the blanks below the contract scheo y at the task order where ation % arrative) is. Enter the total of the direct cost in the	w. Do not enterlule. The control revel.	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
100603 OPTION	Repair - Normal Work Hote FFP Express the following as potential (UPB). Enter coefficients in MAX NET AMOUNT on MAX NET	ercentages of dire in the blanks below the contract scheo y at the task order where ation	w. Do not entidule. The control level. —% on the next linthe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO 100604	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT			
OPTION	Repair - Overtime							
	FFP Express the following as po	ercentages of dire	ct costs in the	Unit Price Rook				
	(UPB). Enter coefficients i							
	MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.							
	Direct Cost Adjustment	Direct Cost Adjustment %						
	Mobilization & Demobilization %							
	Security%							
	Home Office%							
	G&A Factor% Profit%							
	Other (explain in separate narrative)%							
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.							
	***Total Price Coefficient Percentage Factor % ***							
	FOB: Destination							

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **QUANTITY** 1007 **UNDEFINED** Lump Sum OPTION Option 1 - Non Prepriced Construction This CLIN is for items which are not contained in the Unit Price Book. A Firm Fixed Price will be negotiated on a per task order basis. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level. Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis, Heart, Nimroz, Helmand, Kandahar and Zabul. The period of performance will be for a term of twelve (12) months. FOB: Destination MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT** UNIT PRICE MAX AMOUNT **OUANTITY UNDEFINED** 1008 Lump Sum OPTION Option Period 1 - DBA Insurance This CLIN is for DBA Insurance. A "not to exceed" ceiling will be negotiated on a per task order basis. The contractor will be reimbursed for the insurance premium for each task order upon presentation of a paid invoice from the DBA insurance company. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level. FOB: Destination

> MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
2001		UNDEFINED	Lump Sum				
OPTION	Option Period 2 - Multiple FFP	e Provinces					
	Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis. The period of performance will be for a term of twelve (12) months.						
	Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.						
	FOB: Destination						

MAX NET AMT

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ITEM NO 200101 OPTION	SUPPLIES/SERVICES New Construction - Norm FFP	MAX QUANTITY UNDEFINED al Work Hours	UNIT	UNIT PRICE	MAX AMOUNT							
	Express the following as percentages of direct costs in the Unit Price Book											
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
	MAX NET AMOUNT on			ractor will enter a								
	MAX NET AMOUNT on	ly at the task order	r level.									
	Direct Cost Adjustment	Direct Cost Adjustment %										
	Mobilization & Demobiliz	ation %										
	Security%											
	Home Office%											
	G&A Factor%											
	Profit%											
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
				NET AMT								

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200102	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
OPTION	New Construction -Overti	me									
	FFP										
	Express the following as p	ercentages of dire	ct costs in the	Unit Price Book							
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for										
	MAX NET AMOUNT on the contract schedule. The contractor will enter a										
		MAX NET AMOUNT only at the task order level.									
		MILITALI INTO CITT ONLY at the task order level.									
	Direct Cost Adjustment _	%									
	Mobilization & Demobilization										
	Security%										
	Home Office%										
	G&A Factor%										
	Profit%										
	Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient										
	that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				N A 37							
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200103 OPTION	Repair - Normal Work HoFFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	UNDEFINED urs ercentages of dire in the blanks belo the contract scher y at the task orde% ation% enarrative) s. Enter the total of the direct cost in the	w. Do not entendule. The conrelevel. —	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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TEM NO 200104	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
OPTION	Repair - Overtime										
	FFP										
	Express the following as percentages of direct costs in the Unit Price Book										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for										
	MAX NET AMOUNT on the contract schedule. The contractor will enter a										
	MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment %										
	Mobilization & Demobilization	Mobilization & Demobilization %									
	Security%										
	Home Office%										
	G&A Factor%										
	Profit%										
	Other (explain in separate narrative)%										
	Sound and a second and England and a second										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	mat will be multiplied by the direct cost in the Ollit Frice Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				MAX							
				NET AMT							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT			
2002		UNDEFINED	Lump Sum					
OPTION	Option Period 2 - Herat FFP							
	Minor construction, repair and maintenance services throughout the province of Herat. The period of performance will be for a term of twelve (12) months.							
	Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.							
	FOB: Destination							

MAX NET AMT

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ITEM NO 200201	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
OPTION	New Construction - Normar FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by the second of the	al Work Hours ercentages of dire in the blanks belo the contract sched y at the task orde	w. Do not entidule. The conrelevel. —	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				– MAX	

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ITEM NO 200202	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT							
OPTION		New Construction -Overtime										
	= = =	FFP Everyore the following as percentages of direct costs in the Unit Drice Book										
	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
	MAX NET AMOUNT on			•								
	MAX NET AMOUNT onl											
	Direct Cost Adjustment	Direct Cost Adjustment %										
	Mobilization & Demobiliz	ation %										
		Security%										
	Home Office%											
	Profit%	G&A Factor% Profit %										
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient											
	that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
				NET AMT								

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200203 OPTION	Repair - Normal Work Ho FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	UNDEFINED urs ercentages of dire in the blanks belo the contract scher y at the task orde% ation % narrative) s. Enter the total of the direct cost in the	w. Do not entendule. The conrelevel. —	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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TEM NO 200204	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT			
DPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment _ Mobilization & Demobiliz Security% Home Office%	percentages of dire in the blanks below the contract scheooly at the task order	w. Do not enter lule. The cont	er any dollar amount for				
	G&A Factor% Profit% Other (explain in separate Sum the above percentage	es. Enter the total o	on the next line					
	that will be multiplied by the direct cost in the Unit Price Book. ***Total Price Coefficient Percentage Factor % ***							
	FOB: Destination							
				MAX				

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
2003		UNDEFINED	Lump Sum				
OPTION	Option Period 2 - Nimroz FFP						
	Minor construction, repair and maintenance services throughout the province of Nimroz. The period of performance will be for a term of twelve (12) months.						
	Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.						
	FOB: Destination						

MAX NET AMT

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ITEM NO 200301 OPTION	SUPPLIES/SERVICES New Construction - Norma		UNIT	UNIT PRICE	MAX AMOUNT						
	(UPB). Enter coefficients i MAX NET AMOUNT on	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination			_							
				MAX							

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ITEM NO 200302 OPTION	SUPPLIES/SERVICES New Construction -Overtin		UNIT	UNIT PRICE	MAX AMOUNT						
	(UPB). Enter coefficients in MAX NET AMOUNT on	Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
	Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Profit % Other (explain in separate narrative) %										
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book. ***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination FOB: Destination										
	1 0 2 1 2 0 0 mm. o 1			_							
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200303 OPTION	Repair - Normal Work HorFFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentages that will be multiplied by t ***Total Price Coefficient FOB: Destination	underined urs ercentages of dire on the blanks below the contract schedy at the task orde % ation% marrative) s. Enter the total of the direct cost in the surface of the surfac	w. Do not entendule. The control revel. —% on the next linthe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200304 OPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients i MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire in the blanks below the contract scheo y at the task order % ation% narrative) s. Enter the total of the direct cost in the	w. Do not entidule. The conroller level. —% on the next linhe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				— MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
2004		UNDEFINED	Lump Sum				
OPTION	Option Period 2 - Helmar FFP Minor construction, repair		ervices through	out the province of			
	Helmand. The period of p						
	Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.						
	FOB: Destination						
				MAX			

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1TEM NO 200401	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT						
OPTION	New Construction - Norma										
	FFP	ir work flours									
	Express the following as percentages of direct costs in the Unit Price Book										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for										
	MAX NET AMOUNT on the contract schedule. The contractor will enter a										
	MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment	%									
	Mobilization & Demobilization % Security %										
	Home Office%										
	G&A Factor%										
	Profit%										
	Other (explain in separate narrative)%										
	other (explain in separate narrative)/0										
	Sum the above percentages. Enter the total on the next line. This is the coefficient										
	that will be multiplied by the direct cost in the Unit Price Book.										
	and will be indiaplied by the direct cost in the Olit Trice Book.										
	***Total Price Coefficient Percentage Factor % ***										
	······································										
	FOB: Destination										
				MAX							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT						
200402		UNDEFINED									
OPTION	FFP										
		Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for									
				•							
		MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.									
		Direct Cost Adjustment %									
		Mobilization & Demobilization %									
	Security%										
	G&A Factor%	Home Office% G&A Factor%									
	Profit %										
	Other (explain in separate narrative)%										
	Sum the above percentages. Enter the total on the next line. This is the coefficient										
	that will be multiplied by the direct cost in the Unit Price Book.										
	***Total Price Coefficient Percentage Factor % ***										
	FOB: Destination										
				MAX							

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ITEM NO 200403 OPTION	SUPPLIES/SERVICES Repair - Normal Work Ho	MAX QUANTITY UNDEFINED urs	UNIT	UNIT PRICE	MAX AMOUNT							
		FFP Express the following as percentages of direct costs in the Unit Price Book										
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for											
		MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.										
	Direct Cost Adjustment	Direct Cost Adjustment %										
	Mobilization & Demobiliz	Mobilization & Demobilization %										
	Home Office%											
	G&A Factor%											
	Profit%											
	Other (explain in separate narrative)%											
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.											
	***Total Price Coefficient Percentage Factor % ***											
	FOB: Destination											
				MAX								
				NET AMT								

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SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT							
-											
= = =	percentages of dire	ct costs in the	Unit Price Rook								
			•								
MAX NET AMOUNT on	MAX NET AMOUNT only at the task order level.										
Direct Cost Adjustment	Direct Cost Adjustment %										
Mobilization & Demobilization	zation %										
Security%											
	Home Office%										
Other (explain in separate narrative)%											
Sum the above percentages. Enter the total on the next line. This is the coefficient											
that will be multiplied by the direct cost in the Unit Price Book.											
***Total Price Coefficient Percentage Factor % ***											
FOR: Destination											
			MAX								
			NET AMT								
	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by	QUANTITY UNDEFINED Repair - Overtime FFP Express the following as percentages of dire (UPB). Enter coefficients in the blanks below MAX NET AMOUNT on the contract sched MAX NET AMOUNT only at the task order Direct Cost Adjustment	QUANTITY UNDEFINED Repair - Overtime FFP Express the following as percentages of direct costs in the (UPB). Enter coefficients in the blanks below. Do not ente MAX NET AMOUNT on the contract schedule. The cont MAX NET AMOUNT only at the task order level. Direct Cost Adjustment	QUANTITY UNDEFINED Repair - Overtime FFP Express the following as percentages of direct costs in the Unit Price Book (UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level. Direct Cost Adjustment % Mobilization & Demobilization % Security % Home Office % G&A Factor % Other (explain in separate narrative) % Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book. ***Total Price Coefficient Percentage Factor % *** FOB: Destination							

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
2005		UNDEFINED	Lump Sum				
OPTION	Option Period 2 - Kandahar FFP Minor construction, repair and maintenance services throughout the province of Kandahar. The period of performance will be for a term of twelve (12) months.						
	Do not enter a price or coefficient here. Offerors shall enter price coefficients as indicated on the below subCLINs.						
	FOB: Destination						
				MAX			

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT								
200501		UNDEFINED											
OPTION	New Construction - Norm FFP	al Work Hours											
	Express the following as p	ercentages of dire	ct costs in the	Unit Price Book									
	(UPB). Enter coefficients in the blanks below. Do not enter any dollar amount for												
		MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level.											
	Direct Cost Adjustment _	Direct Cost Adjustment %											
	Mobilization & Demobilization %												
	Security%												
	Home Office%												
	G&A Factor%												
		Profit%											
	Other (explain in separate narrative)%												
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.												
	***Total Price Coefficien FOB: Destination	t Percentage Facto	or	% ***									
				MAX									
				1711 111									

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200502 OPTION	New Construction -Overting FFP Express the following as provided in the provid	underined ercentages of direct of the blanks below the contract schedy at the task order of the task order	w. Do not entidule. The conroller level. —% on the next linhe Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200503 OPTION	Repair - Normal Work Ho FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	UNDEFINED urs ercentages of dire in the blanks belo the contract scher y at the task orde% ation% enarrative) s. Enter the total of the direct cost in the	w. Do not entendule. The conrelevel. —	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200504 OPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of direction the blanks below the contract sched by at the task order with the contract sched at the task order with the contract sched by at the task order with the direct cost in the direct cost in the services.	w. Do not ent dule. The con r level. % on the next lin he Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
2006		QUANTITY UNDEFINED	Lump Sum		
OPTION	Option Period 2 - Zabul FFP Minor construction, repair	r and maintenance s		ighout the province of	
	Zabul. The period of perfo				
	Do not enter a price or co- indicated on the below su		rors shall ente	er price coefficients as	
	FOB: Destination				
				MAX	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT			
200601		UNDEFINED						
OPTION	New Construction - Norma FFP	ll Work Hours						
	Express the following as pe	ercentages of dire	ect costs in the	e Unit Price Book				
	(UPB). Enter coefficients i	n the blanks belo	w. Do not ent	er any dollar amount for				
	MAX NET AMOUNT on MAX NET AMOUNT onl			tractor will enter a				
	Direct Cost Adjustment %							
	Mobilization & Demobiliz	ation %						
	Security%							
	Home Office% G&A Factor%							
	Profit%							
	Other (explain in separate	narrative)	%					
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.							
	***Total Price Coefficient	Percentage Facto	or	_ % ***				
	FOB: Destination							

MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200602 OPTION	New Construction -Overtine FFP Express the following as possible for the Express that Express the following as possible for the Express that Express the Express	QUANTITY UNDEFINED me ercentages of dire n the blanks below the contract scheo y at the task order ation	ect costs in the w. Do not ent dule. The con r level. —% on the next lin he Unit Price	e Unit Price Book er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	
				IVI/A/A	

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200603 OPTION	Repair - Normal Work Ho FFP Express the following as p (UPB). Enter coefficients is MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office% G&A Factor% Profit% Other (explain in separate Sum the above percentage that will be multiplied by t ***Total Price Coefficient FOB: Destination	ercentages of dire n the blanks belo the contract scheo y at the task orde% ation % narrative) s. Enter the total of the direct cost in the	w. Do not entendule. The conroller level. —% on the next linche Unit Price	er any dollar amount for tractor will enter a e. This is the coefficient Book.	
				MAX	

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ITEM NO 200604	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT			
DPTION	Repair - Overtime FFP Express the following as p (UPB). Enter coefficients: MAX NET AMOUNT on MAX NET AMOUNT on Direct Cost Adjustment Mobilization & Demobiliz Security% Home Office%	ercentages of dire in the blanks below the contract sched y at the task order	w. Do not ente lule. The con	er any dollar amount for				
	G&A Factor% Profit% Other (explain in separate	narrative)	%					
	Sum the above percentages. Enter the total on the next line. This is the coefficient that will be multiplied by the direct cost in the Unit Price Book.							
	***Total Price Coefficient Percentage Factor % ***							
	FOB: Destination							
				MAX				

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX **QUANTITY** 2007 **UNDEFINED** Lump Sum OPTION Option 2 - Non Prepriced Construction This CLIN is for items which are not contained in the Unit Price Book. A Firm Fixed Price will be negotiated on a per task order basis. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level. Minor construction, repair and maintenance services throughout the provinces of Farah, Uruzgan, Ghor, Daykundi, Badghis, Heart, Nimroz, Helmand, Kandahar and Zabul. The period of performance will be for a term of twelve (12) months. FOB: Destination MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX **UNIT** UNIT PRICE MAX AMOUNT **OUANTITY UNDEFINED** 2008 Lump Sum OPTION Option Period 2 - DBA Insurance This CLIN is for DBA Insurance. A "not to exceed" ceiling will be negotiated on a per task order basis. The contractor will be reimbursed for the insurance premium for each task order upon presentation of a paid invoice from the DBA insurance company. Do not enter any dollar amount for MAX NET AMOUNT on the contract schedule. The contractor will enter a MAX NET AMOUNT only at the task order level. FOB: Destination

> MAX NET AMT

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

	MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
CLIN	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0001				\$99,000,000.00
0002				\$99,000,000.00
0003				\$99,000,000.00
0004				\$99,000,000.00
0005				\$99,000,000.00
0006				\$99,000,000.00
0007				\$99,000,000.00
8000				\$99,000,000.00
0009				\$10,000.00
1001				\$99,000,000.00
1002				\$99,000,000.00
1003				\$99,000,000.00
1004				\$99,000,000.00
1005				\$99,000,000.00
1006				\$99,000,000.00
1007				\$99,000,000.00
1008				\$99,000,000.00
2001				\$99,000,000.00
2002				\$99,000,000.00
2003				\$99,000,000.00
2004				\$99,000,000.00
2005				\$99,000,000.00
2006				\$99,000,000.00
2007				\$99,000,000.00
2008				\$99,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT \$25,000.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$1,000,000.00
000101		\$		\$

000102	\$	\$
000103	\$	\$
000104	\$	\$
0002	\$25,000.00	\$1,000,000.00
000201	\$	\$
000202	\$	\$
000203	\$	\$
000204	\$	\$
0003	\$25,000.00	\$1,000,000.00
000301	\$	\$
000302	\$	\$
000303	\$	\$
000304	\$	\$
0004	\$25,000.00	\$1,000,000.00
000401	\$	\$
000402	\$	\$
000403	\$	\$
000404	\$	\$
0005	\$25,000.00	\$1,000,000.00
000501	\$	\$
000502	\$	\$
000503	\$	\$
000504	\$	\$
0006	\$25,000.00	\$1,000,000.00
000601	\$	\$
000602	\$	\$
000603	\$	\$

000604	\$	\$
0007	\$	\$1,000,000.00
0008	\$	\$1,000,000.00
0009	\$	\$10,000.00
1001	\$25,000.00	\$1,000,000.00
100101	\$	\$
100102	\$	\$
100103	\$	\$
100104	\$	\$
1002	\$25,000.00	\$1,000,000.00
100201	\$	\$
100202	\$	\$
100203	\$	\$
100204	\$	\$
1003	\$25,000.00	\$1,000,000.00
100301	\$	\$
100302	\$	\$
100303	\$	\$
100304	\$	\$
1004	\$25,000.00	\$1,000,000.00
100401	\$	\$
100402	\$	\$
100403	\$	\$
100404	\$	\$
1005	\$25,000.00	\$1,000,000.00
100501	\$	\$
100502	\$	\$

100503	\$	\$
100504	\$	\$
1006	\$25,000.00	\$1,000,000.00
100601	\$	\$
100602	\$	\$
100603	\$	\$
100604	\$	\$
1007	\$	\$1,000,000.00
1008	\$	\$1,000,000.00
2001	\$25,000.00	\$1,000,000.00
200101	\$	\$
200102	\$	\$
200103	\$	\$
200104	\$	\$
2002	\$25,000.00	\$1,000,000.00
200201	\$	\$
200202	\$	\$
200203	\$	\$
200204	\$	\$
2003	\$25,000.00	\$1,000,000.00
200301	\$	\$
200302	\$	\$
200303	\$	\$
200304	\$	\$
2004	\$25,000.00	\$1,000,000.00
200401	\$	\$
200402	\$	\$

200403	\$	\$
200404	\$	\$
2005	\$25,000.00	\$1,000,000.00
200501	\$	\$
200502	\$	\$
200503	\$	\$
200504	\$	\$
2006	\$25,000.00	\$1,000,000.00
2006 200601	\$25,000.00 \$	\$1,000,000.00 \$
200601	\$	\$
200601 200602	\$ \$	\$
200601 200602 200603	\$ \$ \$	\$ \$ \$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
000202	N/A	N/A	N/A	Government
000203	N/A	N/A	N/A	Government
000204	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	Government
000302	N/A	N/A	N/A	Government
000303	N/A	N/A	N/A	Government
000304	N/A	N/A	N/A	Government

0004	Destination	Government	Destination	Government
000401		N/A	N/A	Government
000402		N/A	N/A	Government
000403		N/A	N/A	Government
000404		N/A	N/A	Government
0005	Destination	Government	Destination	Government
000501		N/A	N/A	Government
000501		N/A	N/A	Government
000502		N/A	N/A	Government
000503		N/A	N/A	Government
0006	Destination	Government	Destination	Government
000601		N/A	N/A	Government
000601		N/A	N/A	Government
000603		N/A	N/A	Government
000603		N/A	N/A	Government
000004	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001		N/A	N/A	Government
100101		N/A N/A	N/A N/A	
		N/A N/A	N/A N/A	Government Government
100103 100104		N/A N/A		
100104			N/A	Government Government
	Destination	Government N/A	Destination N/A	
100201			N/A	Government
100202		N/A	N/A	Government
100203		N/A	N/A	Government
100204		N/A	N/A	Government
1003	Destination	Government	Destination	Government
100301		N/A	N/A	Government
100302		N/A	N/A	Government
100303		N/A	N/A	Government
100304		N/A	N/A	Government
1004	Destination	Government	Destination	Government
100401		N/A	N/A	Government
100402		N/A	N/A	Government
100403		N/A	N/A	Government
100404		N/A	N/A	Government
	Destination	Government	Destination	Government
100501		N/A	N/A	Government
100502		N/A	N/A	Government
100503		N/A	N/A	Government
100504		N/A	N/A	Government
1006	Destination	Government	Destination	Government
100601		N/A	N/A	Government
100602		N/A	N/A	Government
100603		N/A	N/A	Government
100604		N/A	N/A	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
200101		N/A	N/A	Government
200102		N/A	N/A	Government
200103		N/A	N/A	Government
200104	N/A	N/A	N/A	Government

2002	Destination	Government	Destination	Government
200201	N/A	N/A	N/A	Government
200202	N/A	N/A	N/A	Government
200203	N/A	N/A	N/A	Government
200204	N/A	N/A	N/A	Government
2003	Destination	Government	Destination	Government
200301	N/A	N/A	N/A	Government
200302	N/A	N/A	N/A	Government
200303	N/A	N/A	N/A	Government
200304	N/A	N/A	N/A	Government
2004	Destination	Government	Destination	Government
200401	N/A	N/A	N/A	Government
200402	N/A	N/A	N/A	Government
200403	N/A	N/A	N/A	Government
200404	N/A	N/A	N/A	Government
2005	Destination	Government	Destination	Government
200501	N/A	N/A	N/A	Government
200502	N/A	N/A	N/A	Government
200503	N/A	N/A	N/A	Government
200504	N/A	N/A	N/A	Government
2006	Destination	Government	Destination	Government
200601	N/A	N/A	N/A	Government
200602	N/A	N/A	N/A	Government
200603	N/A	N/A	N/A	Government
200604	N/A	N/A	N/A	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A

0002	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
000203	N/A	N/A	N/A	N/A
000204	N/A	N/A	N/A	N/A
0003	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
000304	N/A	N/A	N/A	N/A
0004	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
0004	31-DEC-2010	N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL	W5J9JE N/A
	31-DEC-2010 N/A		US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	
000401	31-DEC-2010 N/A N/A	N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A	N/A
000401 000402	31-DEC-2010 N/A N/A N/A	N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A	N/A N/A
000401 000402 000403	31-DEC-2010 N/A N/A N/A	N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A	N/A N/A N/A
000401 000402 000403 000404	31-DEC-2010 N/A N/A N/A N/A POP 01-JAN-2010 TO 31-DEC-2010	N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL	N/A N/A N/A
000401 000402 000403 000404 0005	31-DEC-2010 N/A N/A N/A N/A POP 01-JAN-2010 TO 31-DEC-2010	N/A N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	N/A N/A N/A N/A W5J9JE
000401 000402 000403 000404 0005	31-DEC-2010 N/A N/A N/A N/A POP 01-JAN-2010 TO 31-DEC-2010 N/A N/A	N/A N/A N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A	N/A N/A N/A W5J9JE

0006	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
000601	N/A	N/A	N/A	N/A
000602	N/A	N/A	N/A	N/A
000603	N/A	N/A	N/A	N/A
000604	N/A	N/A	N/A	N/A
0007	POP 01-JAN-2010 TO 31-DEC-2010	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
0008	POP 01-JAN-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE
0009	POP 01-JAN-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE
1001	POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE
100101	N/A	N/A	N/A	N/A
100102	N/A	N/A	N/A	N/A
100103	N/A	N/A	N/A	N/A
100104	N/A	N/A	N/A	N/A
1002	POP 01-JAN-2011 TO 31-DEC-2011	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
100201	N/A	N/A	N/A	N/A
100202	N/A	N/A	N/A	N/A
100203	N/A	N/A	N/A	N/A
100204	N/A	N/A	N/A	N/A

	POP 01-JAN-2011 TO 31-DEC-2011	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
100301	N/A	N/A	N/A	N/A
100302	N/A	N/A	N/A	N/A
100303	N/A	N/A	N/A	N/A
100304	N/A	N/A	N/A	N/A
1004	POP 01-JAN-2011 TO 31-DEC-2011	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
100401	N/A	N/A	N/A	N/A
100402	N/A	N/A	N/A	N/A
100403	N/A	N/A	N/A	N/A
100404	N/A	N/A	N/A	N/A
1005	POP 01-JAN-2011 TO 31-DEC-2011	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
1005 100501	31-DEC-2011	N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL	W5J9JE N/A
	31-DEC-2011 N/A		US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	
100501	31-DEC-2011 N/A N/A	N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A	N/A
100501 100502	31-DEC-2011 N/A N/A N/A	N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A	N/A N/A
100501 100502 100503	31-DEC-2011 N/A N/A N/A	N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A	N/A N/A N/A
100501 100502 100503 100504	31-DEC-2011 N/A N/A N/A N/A POP 01-JAN-2011 TO 31-DEC-2011	N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL	N/A N/A N/A
100501 100502 100503 100504 1006	31-DEC-2011 N/A N/A N/A N/A POP 01-JAN-2011 TO 31-DEC-2011	N/A N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	N/A N/A N/A N/A W5J9JE
100501 100502 100503 100504 1006	31-DEC-2011 N/A N/A N/A N/A POP 01-JAN-2011 TO 31-DEC-2011 N/A N/A	N/A N/A N/A N/A N/A	US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A N/A N/A AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination N/A	N/A N/A N/A W5J9JE

1007	POP 01-JAN-2011 TO 31-DEC-2011	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
1008	POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE
2001	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE
200101	N/A	N/A	N/A	N/A
200102	N/A	N/A	N/A	N/A
200103	N/A	N/A	N/A	N/A
200104	N/A	N/A	N/A	N/A
2002	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
200201	N/A	N/A	N/A	N/A
200202	N/A	N/A	N/A	N/A
200203	N/A	N/A	N/A	N/A
200204	N/A	N/A	N/A	N/A
2003	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
200301	N/A	N/A	N/A	N/A
200302	N/A	N/A	N/A	N/A
200303	N/A	N/A	N/A	N/A
200304	N/A	N/A	N/A	N/A
2004	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE

200401	N/A	N/A	N/A	N/A
200402	N/A	N/A	N/A	N/A
200403	N/A	N/A	N/A	N/A
200404	N/A	N/A	N/A	N/A
2005	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
200501	N/A	N/A	N/A	N/A
200502	N/A	N/A	N/A	N/A
200503	N/A	N/A	N/A	N/A
200504	N/A	N/A	N/A	N/A
2006	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
200601	N/A	N/A	N/A	N/A
200602	N/A	N/A	N/A	N/A
200603	N/A	N/A	N/A	N/A
200604	N/A	N/A	N/A	N/A
2007	POP 01-JAN-2012 TO 31-DEC-2012	N/A	AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS STREET 1, W WAZIR AKBAR KHAN KABUL FOB: Destination	W5J9JE
2008	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9JE

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing Data	
52.216-27	Single or Multiple Awards	OCT 1995

52.217-5	Evaluation Of Options	JUL 1990
52.222-23	Notice of Requirement for Affirmative Action to Ensure	FEB 1999
	Equal Employment Opportunity for Construction	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38		MAY 1999
	Offer	
52.236-28	Preparation of ProposalsConstruction	OCT 1997

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

By Mail:

Afghanistan Engineer District North US Army Corps of Engineers Operation Enduring Freedom Attn: Qalaa House (Contracting) APO AE 09356

By Courier or Hand Carry:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District - North (AEN)
Qalaa House, Attention: Contracting
House #1, Street #1,
West Wazir Akbar Khan (behind Amani High School),
Kabul, Afghanistan

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting: TBD at the task order /job order level

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: http://acquisition.gov/far/index.html

DFARS: http://farsite.hill.af.mil/VFDFAR1.HTM

AFARS: http://farsite.hill.af.mil/VFAFAR1.HTM

EFARS: http://www.usace.army.mil/CECT/Pages/EFARS.aspx

(End of provision

SECTION 00110

SECTION 00110
O&M SINGLE AWARD TASK ORDER CONTRACT
FOR
CONSTRUCTION / REPAIR / MAINTENANCE – BEST VALUE

PROPOSAL PREPARATION

1. INQUIRIES

Perspective Offerors shall submit inquiries related to this solicitation in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE) Afghanistan Engineer District (AED) Qalaa House, Attention: Paul Daugherty Kabul, Afghanistan

E-MAIL ADDRESS: Paul.C.Daugherty@usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 10 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of Offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:

Solicitation No. W917PM-09-R-0114 Offer Closing Date: 14 December 2009 Offer Closing Time: 1600 (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:

By Courier or Hand Carry:

U.S. Army Corps of Engineers (USACE) Afghanistan Engineer District - North (AEN) Qalaa House, Attention: Paul Daugherty House #1, Street #1, West Wazir Akbar Khan (behind Amani High School), Kabul, Afghanistan

3. PREPROPOSAL CONFERENCE / SITE VISIT

Pre-proposal Conference will be held 22 November, 2009 at Qalaa House, AED, USACE, Kabul, Afghanistan at 1000. Propsective Offerors may register for the conference at http://www.aed.usace.army.mil/Conf-registration.asp. A Site Visit will not be held.

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

4. TELEGRAPHIC OFFERS - - TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.

However, offers may be withdrawn by written or telegraphic notice.

5. FACSIMILE OFFERS

Facsimile offers, modifications thereto, or cancellations of offers will not be accepted.

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

6.1. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

- (1) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents; and the identity of the Offeror. Additionally, clearly identify the "original" cost/price proposal and the "original" technical proposal on the outside cover.
- (2) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.
- (3) No dollar amounts or percentage factors from the Price Proposal are to be included in the Technical Proposal.
- (4) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.
- (5) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the Offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. The Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.
 - 6.2. <u>DISCUSSIONS</u>. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - 6.3. COST OR PRICING DATA. Offerors are not required to submit Cost or Pricing Data with their offers.

6.4. <u>GENERAL INSTRUCTIONS.</u>

- (1) A proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all Offerors. This provision, titled "Instructions to Offerors—Competitive Acquisition," and the format for the proposal cover sheet are furnished elsewhere in this section.
- (2) Submit only the hard-copy paper documents and the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.
- (3) Use only $8\frac{1}{2}$ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

- (4) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.
- (5) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors— Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".
- (6) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.
- (7) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

VOLUME I			
TAB	CONTENTS OF THE PRICE PROPOSAL		
A	Standard Form 1442 and Acknowledgement of Amendments		
В	Section 00010 Proposal Pricing Schedule, Schedule A, Coefficient Pricing Schedule		
C	Section 00600 Representations, Certifications, and Other Statements of Offerors		
D	Proposal Data Sheet and JV Agreement, if applicable.		
E	Team Agreement, if applicable		
F	Initial & Sample Task Order Price Proposals		

7. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

- (1) <u>Number of Sets of the Price Proposal.</u> Submit the <u>ORIGINAL and ONE additional hard copy set</u> of the Price Proposal.
- (2) <u>Size Restrictions and Page Limits.</u> Use only 8 ½" x 11" pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.
- (3) <u>Format and Contents of the Price Proposal and List of Tabs.</u> The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart. Note: If the Offeror is not required to submit any information under a listed Tab in accordance with the instructions below, that tab can be omitted. However, do not renumber the subsequent tabs.

(4) Detailed Submission Instructions for the Price Proposal

i) **TAB A:** The Standard Form 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

ii) **TAB B:** Section 00010, Proposal Pricing Schedule, is to be completed in its entirety by all Offerors. A major element of this contract is the Construction Task Catalog or Unit Price Book (UPB), which provides predefined costs for specific construction jobs and material line items. The UPB covers construction, repair and maintenance. If an item is not in the UPB, it will be negotiated as CLIN 0008 to an individual Task.

The line items in the Schedule are broken down by province or groups of provinces. The Government expects that each line item will reflect the unique market and operational challenges in the respective provinces and vendors are expected to take these considerations into account when proposing a price coefficient for that line item. The coefficient is a multiplier that factors in mobilization, demobilization, security cost, home office, general administrative overhead, profit and a direct cost adjustment factors. The direct cost adjustment factor may be needed to adjust prices between the UPB prices and the actual prices being charged in the local economy. Actual prices in the local economy are functions of labor costs, subcontractor base, market conditions and client-specific conditions.

Each Contract Line Item (CLIN) indicates the province(s) to which it applies. Under each province CLIN, there are SubCLINs describing different types for work (e.g. New Construction or Repair, and Regular Hours or Overtime for each). The Offeror shall enter on the schedule the appropriate coefficients for the indicated types of work as indicated in the SubCLINs. The Offeror shall enter its coefficients as indicated on the SubCLINs, but shall not enter any price or coefficient for the master CLINs.

The Afghanistan Unit Price Book Job Order Contract Catalog and Technical Specifications can be found at http://www.aed.usace.army.mil/contracting/upb/upb.pdf and http://www.aed.usace.army.mil/contracting/upb/techspecs.pdf.

- iii) **TAB C:** Section 00600, Representations, Certifications, and Other Statements. All Offerors must have electronically completed the annual representations and certifications on the "Online Representations and Certifications Application" (ORCA) website or respond with the completed representations / certifications found in the solicitation. The Offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the Offeror must also complete and return the "Representations, Certifications, and Other Statements of Offerors" included in the solicitation. If the Offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.
- iv) TAB D: Proposal Data Sheet and JV Agreement. Offers should ensure telephone number; fax number; e-mail address and DUNS number, are all included. DUNS number will be used to access CCASS data. Offeres should also provide any other assigned number that identifies them in the PPIRS database. If separate DUNS has been created for a joint venture they must be submitted. A DUNS number shall also be provided for each company identified in any other proposed association of firms or Contractor Team Arrangement. The Offeror should also submit their Tax ID number on the proposal data sheet.
- v) TAB E: If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV

Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

vi) **TAB F:** Initial and Sample Task Order Price Proposals - Both an initial task order and several sample task orders will be used as part of the evaluation process. This solicitation contains an initial task order project. This project is typical of jobs that will be performed under the resulting contract. This project will be awarded as the initial task order under the resulting IDIQ Contract for construction in Zabul Province. The sample task orders will all use the same project scope and drawings as the initial task, but vendors will provide price proposals for each province(or group of provinces) as though the project were to be built in each province (or group of provinces) included in the respective CLINs.

The Offeror will submit a task order price proposal for each CLIN (province or group of provinces) in the RFP. Each task order price proposal shall include an itemized listing of jobs or subtasks from the Unit Price Book that are necessary to complete the task order scope of work. The Offeror shall also itemize any work not in the Unit Price Book necessary to complete the project. The price proposal shall show the appropriate UPB line item, a short description of the item, the quantity required, the unit of measure, the unit price, the proposed price coefficient for the province, and the total price in dollars for the item after the coefficient is applied. The Offeror shall also itemize any work items not found in the Unit Price Book and propose a price for those items using CLIN 0007. The Offeror shall propose a price for DBA insurance using CLIN 0008. The Offeror shall sum the subtotals for all items to reach a grand total that includes all work required by the task order scope and specifications.

8. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

- (1) <u>Number of Sets of the Technical Proposal.</u> Submit the ORIGINAL and FOUR additional sets of the written Technical Proposal, with each set separately packaged.
- (2) <u>Format and Contents of the Technical Proposal and List of Tabs.</u> The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

VOLUME II				
TAB	CONTENTS OF THE TECHNICAL PROPOSAL			
A	Factor #1 - TECHNICAL			
В	Factor #2 - RESOURCES			
С	Factor #3 - PAST PERFORMANCE			

- (3) <u>Page Limitations</u>. See paragraphs 6.4.(3) and 6.4.(7) above for format and page count instructions. The following page limitations are established for each factor described above:
 - Factor #1, Technical Capabilities Limited to 15 pages, resumes will not count against total page
 - Factor #2, Resources Limited to 5 pages, organizational charts will not count against total page count
 - Factor #3, Past Performance- Limited to 10 pages

Pages submitted which exceed the limitations indicated above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

- (4) <u>Detailed Submission Requirements for the Technical Proposal.</u> The following is a detailed description of the information to be submitted under each TAB.
 - i) <u>TAB A:</u> FACTOR 1 TECHNICAL: There are three subfactors associated with this evaluation factor, Management Capabilities and Security Plan, Technical Capabilities, and Experience. They have equal weight with one another in the evaluation and selection processes.
 - (1) Subfactor A: Management Capabilities and Security Plan
 - (a) Offerors shall include in this plan its proposed key organizational staff, both on and off-site, responsible for the management, quality and safety of the work to be performed. Information identifying major responsibilities, qualifications and resumes shall be provided for the key personnel. The Offeror must submit resumes for the following key personnel: Project Manager, Safety Officer, Quality Control Manager, Senior Civil Engineer, Senior Electrical Engineer, Senior Mechanical Engineer and Construction Superintendent. Resumes must include the following information and not exceed one page. All key personnel, with the exception of the Safety Officer, Quality Control Manager and Construction Superintendent, are required to have degrees in the field of work governed by the position they are assigned. Each of the key personnel must have a minimum of five (5) years of professional experience in their field of work.
 - (b) Offerors shall identify special areas of concern and propose mitigating actions that will be taken in the resolution of those concerns in order to ensure successful completion of all assigned tasks.
 - (c) Offerors shall include an overall security plan to include the description of how they proposed to obtain the necessary security clearances and base access permissions in an expeditious manner. The Contractor shall outline a project security plan per RFP Section 01410 and provide an executive summary of how they will secure/protect their supply convoys and project site in a manner appropriate to match the risk/threat.
 - (d) An organizational chart with accompanying clarifying descriptions and explanations shall be provided that depicts and describes how the various management staff members (to include management staff members employed by subcontractors) assigned for the accomplishment of tasks will interact with one another as well as manage and coordinate the activities of the various subcontractors.
 - (e) Offerors are cautioned that the management and security plan narrative shall not exceed five pages and that the Government will only evaluate the information contained on the first five pages. Resumes will not count against the five page limit.
 - (2) Subfactor B: Technical Capabilities:
 - (a) An Offeror shall submit its plan for providing (whether from its own sources or the sources of subcontractors) labor, equipment and material in an timely manner in order to begin and complete tasks in an expeditious, quality and safe manner. This plan shall be specific and state the numbers and types of employees and items of equipment that will be available to successfully perform tasks. This plan shall also address the availability of these equipment and labor resources. This plan shall describe the methods to be used to ensure the prompt

- identification and delivery of critical materials to include potentially long lead items that may be associated with the tasks.
- (b) Offerors shall identify the subcontractors and principle suppliers that may be called upon or employed in the performance of tasks. The types of work that each subcontractor and supplier would perform shall be identified. Offerors shall also clearly describe those types of work that will be performed by the prime contractor. Offerors shall convincingly describe their systems for the selection and management of subcontractors and principal suppliers in order to ensure compliance with contract requirements. Offerors shall convincingly explain how they will integrate and coordinate the work efforts of the various subcontractors with the work to be performed by the prime contractor. If no subcontractors are planned, then Offerors shall provide a convincing statement as to how they can accomplish the work without them.

1.1.1.1. Subfactor C: Experience:

- (a) The Government shall assign higher ratings for an Offeror's experience in managing and executing projects that are similar to the solicitation work that is anticipated to be performed. The Government will also give greater weight to experience performing minor construction, repair and maintenance work pertaining to the technical disciplines of masonry, steel fabrication; plumbing; electrical; carpentry; mechanical; metal working; and heating, ventilation and air conditioning; etc., performed in the same geographical area. More weight will be given by the Government in the evaluation and selection processes for projects that are the same size or larger than the solicitation project and that were performed during the last three years. An Offeror can also obtain a higher rating by providing many examples of projects possessing similar technical characteristics as the solicitation project.
- (b) An Offeror shall identify at least three (3) projects, but no more than five (5), involving characteristics that are similar to the types of work contemplated by this solicitation as described in the scope of work that have been at least partially performed within the last six years. The following information shall be provided concerning each of these projects: project name; description of the project involved; description and amount of the work actually performed by an Offeror; whether the Offeror was the prime contractor or a subcontractor; location of the project; when the project was completed (if not completed, current progress percentage); dollar value of the project; dollar value of the work actually performed by the Offeror. Experience information shall also be provided for proposed subcontractors that are anticipated to perform 20 percent or more of the annual dollar value ceiling for the work. Point of contact information for projects that demonstrate prior experience shall also be provided including names of knowledgeable client or customer representatives and e-mail and or telephone numbers. This contact information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation.
- (c) The Government will consider the experiences of the individual members of a joint venture or partnership, if an Offeror proposes as such. However, an Offeror with previous applicable experience as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership whose members have no previous experience working together.
- (d) The Government will not consider in the evaluation and selection processes experience information provided for firms that will have no actual hands-on involvement in an Offeror's performance of the work. An example of this would be the providing of experience pertaining to parent or sister companies and firms that are not to be actually involved in the performance of the solicitation work.

- ii) <u>TAB B:</u> FACTOR 2 RESOURCES: The Offeror will need to supply the following resource information:
 - (1) The Offeror will submit a list of ALL current ongoing contracts or projects and requirements currently being bid. The list shall include the contract number, contract amount, award date, original contract completion date, current official contract completion date, and the current progress.
 - (2) The Offeror shall identify the key personnel assigned to each of those projects delineated for each of the current contracts or projects. Identify the personnel used on other contracts concurrently and list those projects.
 - (3) The Offeror shall provide a narrative that satisfactorily explains how award of this contract will not adversely affect any current contracts or projects.
 - (4) The Offeror shall provide a narrative that satisfactorily explains how the current contracts or projects will not adversely affect this contract if it is awarded to the contractor.
 - (5) The Offeror shall provide a narrative that satisfactorily explains how they are going to assume the responsibility for this additional contract or project as well as an explanation of the resources they will use on this contract without adversely affecting current contract or projects.

iii) TAB C: FACTOR 3 – Past Performance

- (1) There are no sub factors pertaining to this evaluation factor. The Government shall evaluate information about each Offeror's past performance. Past performance pertains to how well an Offeror has performed past work that is an indicator of future performance. (Past performance is not the same as experience which pertains to what types of work an Offeror has performed. Past performance pertains to how well an Offeror performs work. For the purpose of this evaluation past performance means an Offeror's reputation for satisfying its customers by delivering (i) quality work (ii) in a timely manner (iii) at a reasonable cost (iv) in a safe working environment as well as its reputation for (v) reasonable and cooperative conduct, and (vi) overall commitment to customer satisfaction. Contractors shall include a narrative that describes how they overcame challenges on previous or current projects.
- (2) An Offeror shall provide written evidence of these past performance qualities in the form of, but not limited to, letters and certificates of commendation, performance awards, performance evaluations, evidence of repeat work with the same clients or owners (particularly when non-competitively obtained), etc. Offerors are encouraged to solicit and obtain letters of recommendation from past owners and clients from which contemporaneous written documentation may not be presently available. These documents shall not be more than six years old from the date of the solicitation. Documents that are older than six years will not be considered in the evaluation process.
- (3) Contact information shall be provided for customer or client personnel that are directly familiar with the Offeror's past performance on the projects submitted in an Offeror's proposal pertaining to the factor of *Experience*. This shall include names and position in regard to the project(s) submitted, telephone or facsimile numbers, e-mail addresses, etc. This information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation. The Offeror shall provide points of contact for all projects listed as experience.

- (4) In addition to the written evidence and contact information, Offeror's shall also provide a description of how the submitted past performance documents are relevant to this particular solicitation project. Greater weight shall be assigned to those Offerors whose past performance contains projects that are similar to this solicitation project.
- (5) If an Offeror is a joint venture or partnership, information pertaining to characteristics identified as (i) through (vi) above shall be presented for each partner in the joint venture or partnership (unless the information being presented is in regard to the joint venture or partnership as constituted in response to this solicitation). Although the Government prefers all members of a joint venture or partnership to have satisfied or excelled in all the above indicated areas pertaining to their past performance, the Government will consider the complementary aspects of the separate participants in a joint venture or partnership, by evaluating the joint venture or partnership as a whole. However, an Offeror with previous applicable past performance as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership that has no previous past performance history together.
- (6) Past performance information that is provided for a member of a joint venture or partnership that has no involvement in the project will not be considered in the Government's *Past Performance* factor evaluation. Past performance information will only be evaluated from firms that are proposed to be involved in an Offeror's approach for the performance of the solicitation work.
- (7) In addition to the evidence submitted by an Offeror, the Government may consider information from other sources, included but not limited to: past and present customers and their current and former employees; current and former employees of an Offeror; federal, state and local agencies (including court records); and private consumer organizations. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include but are not limited to: Past Performance Information Retrieval System (PPIRS), other Government sources, and telephone interviews with organizations or individuals familiar with the Offeror's performance. CCASS ratings on all relevant projects submitted by the Offeror under Tab F as well as up to 10 CCASS ratings on relevant projects.
- (8) The past performance of individuals will not be credited under this factor.
- (9) Offerors are reminded, however, that while the Government may elect to consider data obtained from other sources, the responsibility of proving successful past performance information rests with the Offeror.
- (10) In the event that an Offeror does not have a record of past performance, a written explanation stating the reason(s) why no record is available is required. In this latter case, a *neutral* rating with unknown risk will be assigned for this evaluation factor.

8.1. PROPOSAL COVER SHEET

PROPOSAL COVER SHEET

- 1. Solicitation Number:
- 2. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available):

- 3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.
- 4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:
- 5. Name, title, and <u>signature</u> of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

9. SOURCE SELECTION USING THE BEST VALUE PROCESS.

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120.

10. ENGLISH LANGUAGE REQUIREMENT

All information shall be presented in English. The Contractor shall have a minimum of one English-speaking representative to communicate with the COR at all times when work is in progress.

11. SUBMITTALS

Submittals and a Submittal Register are required as specified in Section 01335 of the Basic Contract

12. CQM TRAINING REQUIREMENT

Before project design and construction begin, the Contractor's Quality Control Manager is required to have completed the U.S. Army Corps of Engineers (USACE) Construction Quality Management (CQM) course, or equivalent. The CQM course will be offered periodically by the Afghanistan Engineer District (AED), USACE. Additional approved CQM courses include those offered by the Commercial Technical Training Center (in Jalalabad) and the Champion Technical Training Center (in Kabul). The Quality Assurance Branch of the AED can provide information related to AED offerings of the CQM course, as well as contact information for training centers. Alternative CQM courses, other than those mentioned above, must be approved by the Quality Assurance Branch. The contractor's quality control plan, as defined in USACE Guide Specification 01451 (or 01 45 04.00 10), entitled "Contractor Quality Control", must include "The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function." For the QC Manager, qualifications must include a certificate demonstrating completion of an approved CQM course.

13. ELECTRICAL WORKERS QUALIFICATIONS

Electrical work shall be performed by Qualified Personnel with verifiable credentials who are thoroughly knowledgeable with applicable code requirements. Verifiable credentials consist of a certificate of graduations from an approved trade school and required amount of experience, depending on work being performed, and shall be identified in the proposal that is submitted. A qualified person is one who has received training in and has demonstrated skills and knowledge in the construction and operation of electrical equipment and installations and the hazards involved. This includes the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, to determine the nominal voltage of exposed live parts, the clearance distances and corresponding voltages to which the qualified person will be exposed.

14. SUPERVISORY ELECTRICIAN

Supervisory electricians must be graduates of an approved trade school, and must have two years of relevant electrician experience. Approved programs include but are not limited to the Afghanistan Technical and Vocational Institute (in Kabul), the Kunar Trades Training Center and the Commercial Technical Training Center (in Jalalabad). Work experience resumes and graduation certificates shall be submitted and approved prior to commencement of any design or construction involving electrical work. Approval is granted by the Contracting Officer's Representative with guidance by the Quality Assurance Branch and/or the Safety Office of the Afghanistan Engineer District, US of the Army Corps of Engineers.

15. ELECTRICIANS

Electricians must be graduates of an approved trade school and must be able to provide upon request a certification of successful course work completion and graduation in addition to a resume of work experience.

SECTION 00120

SECTION 00120 O&M SINGLE AWARD TASK ORDER CONTRACT FOR CONSTRUCTION / REPAIR / MAINTENANCE – BEST VALUE

PROPOSAL EVALUATION AND CONTRACT AWARD

- 1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.
- 2. SOURCE SELECTION USING THE BEST VALUE PROCESS. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

All nonprice factors are equal in weight and importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government is concerned with striking the most advantageous balance between technical merit ("quality") and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

4. EVALUATION OF THE PRICE PROPOSALS

Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. Only firm-fixed-price proposals will be considered. The proposed price coefficients will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offerors Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

4.1. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an Offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information..

5. EVALUATION OF THE TECHNICAL PROPOSAL.

The Technical Proposal will be evaluated based on the following evaluation criteria:

FACTOR 1 – TECHNICAL: There are three subfactors associated with this evaluation factor. They have equal weight with one another in the evaluation and selection processes.

SUBFACTOR A: MANAGEMENT CAPABILITIES AND SECURITY PLAN

EVALUATION CRITERIA

The Government will evaluate each Offeror's planned approach for successfully managing task orders on a simultaneous basis at different locations throughout Afghanistan. Significant participation by subcontractors in the management of the project work shall also be fully and completely described along with other pertinent information indicated below for the prime contractor.

The Government will evaluate key organizational staff, both on and off-site responsible for the management, quality and safety of the work to be performed. This includes identifying an Offeror's RMS Manager and the qualifications and capabilities they possess to successfully perform the assignments required by this position. Information identifying major responsibilities, qualifications and background experience shall be provided for the key staffing personnel and included in the plan.

The Government will evaluate the Offerors identification of special areas of concern and proposed mitigating actions that will be taken in the resolution of those concerns in order to ensure successful completion of all assigned Job Order tasks.

The Government will evaluate the Offerors description of how they propose to obtain the necessary security clearances and base access permissions in an expeditious manner.

Offerors shall include organizational charts with accompanying clarifying descriptions and explanations of how various management staff members (prime and subcontractors) will interact with one another to coordinate activities in various locations and amongst various subs. The Government will evaluate organizational structure, logic and strength of planned administration.

Failure to meet the standards under this factor may result in an unacceptable rating and possible elimination from further consideration for contract award.

SUBFACTOR B: TECHNICAL CAPABILITIES

EVALUATION CRITERIA

The Government will evaluate each Offeror's plan for providing (whether from its own sources or the sources of subcontractors) appropriate resources (labor, equipment and material) in an timely manner in order to begin and complete job order tasks in an expeditious, quality and safe manner.

The Government will evaluate each Offeror's subcontractors and principle suppliers that may be called upon or employed in the performance of job order tasks. The types of work that each subcontractor and supplier would perform shall be identified for evaluation. The Government will evaluate Offerors clear description of the types of work that will be performed by the prime contractor. Offerors shall convincingly describe their systems for the

selection and management of subcontractors and principal suppliers in order to ensure compliance with contract requirements. Offerors shall convincingly explain how they will integrate and coordinate the work efforts of the various subcontractors with the work to be performed by the prime contractor. If no subcontractors are planned, then Offerors shall provide a convincing statement as to how they can accomplish the work without them.

SUBFACTOR C: EXPERIENCE

EVALUATION CRITERIA

The Government will evaluate and shall assign higher ratings for an Offeror's experience in managing and executing projects that are similar to the solicitation work that is anticipated to be performed. The Government will also give greater weight to experience performing minor construction, repair and maintenance work involving all the types of work pertaining to the technical disciplines of masonry; steel fabrication; plumbing; electrical; carpentry; mechanical; metal working; and heating, ventilation and air conditioning; etc., performed in the same geographical area. More weight will be given by the Government in the evaluation and selection processes for projects that are the same size or larger than the solicitation project and that were performed during the last three years. An Offeror can also obtain a higher rating by providing many examples of projects possessing similar technical characteristics as the solicitation project indicates may occur.

The Government will evaluate each Offeror's ability to identify at least three projects involving characteristics that are similar to the types of work contemplated by this solicitation as described in the scope of work that have been at least partially performed within the last six years. The following information shall be provided concerning each of these projects: project name; description of the project involved; description of the work actually performed by an Offeror; whether the Offeror was the prime contractor or a subcontractor; location of the project; when the project was completed (if not completed, current progress percentage); dollar value of the project; dollar value of the work actually performed by the Offeror. Experience information shall also be provided for proposed subcontractors that are anticipated to perform 20 percent or more of the annual dollar value ceiling for the work. Point of contact information for projects that demonstrate prior experience shall also be provided including names of knowledgeable client or customer representatives and e-mail and or telephone numbers. This contact information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation.

The Government will consider the experiences of the individual members of a joint venture or partnership, if an Offeror proposes as such. However, an Offeror with previous applicable experience as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership whose members have no previous experience working together.

The Government will not consider in the evaluation and selection processes experience information provided for firms that will have no actual hands-on involvement in an Offeror's performance of the work. An example of this would be the providing of experience pertaining to parent or sister companies and firms that are not to be actually involved in the performance of the solicitation work.

FACTOR 2 – RESOURCES: There are three subfactors associated with this evaluation factor. They have equal weight with one another in the evaluation and selection processes.

SUBFACTOR A: RESOURCES

EVALUATION CRITERIA

The Government will evaluate the adequacy of the Offeror's resources to successfully complete the project in accordance with the requirements outlined in Section 00110. Proposals should also address how the Offeror will have adequate resources for the project described in this RFP in light of any other ongoing projects and contractual commitments it may have within Afghanistan. Provide Capacity of Contractor's Resources, what other projects are

in the works, ongoing and awarded in the past 3 three years and how does the contractor plan to manage multiple projects.

SUBFACTOR B: KEY PERSONNEL

EVALUATION CRITERIA

Key personnel resumes will be evaluated to determine the depth and breadth of personnel experience on same/similar projects and as it relates to the responsibilities that person will have on this contract. All key personnel shall have a degree in the field of work governed by the position (except Safety Officer, Quality Control Manager and Construction Superintendent)they are assigned to and a minimum of five (5) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

The following key personnel shall have resume data: Project Manager-Design, Project Manager-Construction, Safety Officer, Senior Architecture Engineer, Senior Structural Engineer, Senior Civil Engineer, Senior Mechanical Engineer, Senior Electrical Engineer, Quality Control Manager, and Construction Superintendent. These individuals cannot be committed to other on-going projects.

Resume information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization, if applicable
- Active professional registration, year first registered, if applicable
- · Other experience and qualifications relevant to same/similar work required under this contract

SUBFACTOR C: CAPACITY

EVALUATION CRITERIA

Offerors who convincingly demonstrate that they have the reserve capacity for additional contracts or projects without adversely affecting existing projects or contracts will receive a higher rating than those which appear to be at or near capacity or fail to provide convincing evidence of surplus capacity. In order to receive a satisfactory rating, the Offeror must meet the following requirements:

- The Offeror shall submit a list of All current ongoing contracts or projects.
- The list should include the contract number, contract amount, original contract completion date, current official contract completion date, and the current progress.
- The Offeror shall identify the key personnel assigned to each of those projects delineated in Factor Resources: Subfactor B; Personnel for each of the current contracts or projects.
- The Offeror shall provide a narrative that satisfactorily explains how award of this contract will not adversely affect any current contracts or projects.
- The Offeror shall provide a narrative that satisfactorily explains how they are going to assume the responsibility for this additional contract or project as well as an explanation of the resources they will use on this contract without adversely affecting current contracts or projects.
- The contractor's responses will be evaluated to determine if the contractor has additional capacity to handle the project.

TECHNICAL AND RESOURCES FACTORS

ADJECTIVE	DEFINITIONS
Outstanding	A majority, if not all, of the aspects pertaining to this factor and subfactors being considered have been addressed by an Offeror in such a manner as to provide outstanding contributions to the successful completion of the project. All aspects were presented in an exemplary manner. The management and or technical capabilities described by an Offeror are clearly superior to what is normally expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Very Low
Good	At least some of the aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in such a manner as to provide significant contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are much better than what is normally expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Low
Acceptable	A majority, if not all, of the aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in an acceptable manner in order to provide discernable contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are as would be expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Moderate
Marginal	At least some aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in an unacceptable or poor manner thereby providing at least some doubt as to the successful completion of the project. The management and or technical capabilities described by the Offeror are less than would reasonably be expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: High
Susceptible to being made Acceptable	Offeror's Management and Technical Capabilities proposal, or parts thereof, cannot be rated <i>Marginal</i> because of error(s), omission(s) or deficiency (ies) which are capable of being corrected without a major rewrite or revision of its proposal. The management and technical capabilities information provided is considered to reflect high or very high risk in that it lacks clarity and precision, is generally unsupported, and does not demonstrate a complete understanding of the solicitation requirements as they pertain to this factor.
Unacceptable	At least a majority of the aspects pertaining to the factor and/or subfactor involved have been addressed by an Offeror in such a manner as to provide little or no significant contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are clearly less than would normally be expected for a qualified contractor's performance on a project of the type and kind here involved. Risk Level: Very High

FACTOR 3 – PAST PERFORMANCE:

EVALUATION CRITERIA

The Government shall evaluate information about each Offeror's past performance the relevancy of past performance to this project. Past performance pertains to how well an Offeror has performed past work that is an indicator of future performance. (Past performance is not the same as experience which pertains to what types of work an Offeror has performed. Past performance pertains to how well an Offeror performs work.) For the purpose of this evaluation *past performance* means an Offeror's reputation for satisfying its customers by delivering (i) quality work (ii) in a timely manner (iii) at a reasonable cost (iv) in a safe working environment as well as its reputation for (v) reasonable and cooperative conduct, and (vi) overall commitment to customer satisfaction.

The Government will evaluate all Offeror written evidence of these past performance qualities in the form of, but not limited to, letters and certificates of commendation, performance awards, performance evaluations, evidence of repeat work with the same clients or owners (particularly when non-competitively obtained), etc. Offerors are encouraged to solicit and obtain letters of recommendation from past owners and clients from which contemporaneous written documentation may not be presently available. These documents shall not be more than six years old from the date of the solicitation. Documents that are older than six years will not be considered in the evaluation process.

The Government will evaluate contact information provided for customer or client personnel that are directly familiar with the Offeror's past performance on the projects submitted in an Offeror's proposal pertaining to the factor of *Experience*. This shall include names and position in regard to the project(s) submitted, telephone or facsimile numbers, e-mail addresses, etc. This information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation.

In addition to the written evidence and contact information, the Government will evaluate each Offeror's description of how the submitted past performance documents are relevant to this particular solicitation project. Greater weight shall be assigned to those Offerors whose past performance contains projects that are similar to this solicitation project.

The Government will consider the complementary aspects of the separate participants in a joint venture or partnership, by evaluating the joint venture or partnership as a whole. However, an Offeror with previous applicable past performance as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership that has no previous past performance history together.

Offerors are cautioned that past performance information that is provided for a member of a joint venture or partnership that has no involvement in the project will not be considered in the Government's *Past Performance* factor evaluation.

Offerors are reminded, however, that while the Government may elect to consider data obtained from other sources, the responsibility of proving successful past performance information rests with the Offeror.

In the event that an Offeror does not have a record of past performance, a written explanation stating the reason(s) why no record is available is required. In this latter case, a *neutral* rating with *unknown* risk will be assigned for this evaluation factor

Low Risk	Little doubt exists, based on the Offeror's performance record, that the
LOW KISK	Offeror can perform the proposed effort.
Moderate Risk	Some doubt exists, based on the Offeror's performance record, that the
Woderate Kisk	Offeror can perform the proposed effort.
Hint Dist	Significant doubt exists, based on the Offeror's performance record, that
High Risk	the Offeror can perform the proposed effort.
	Little or no relevant performance record identifiable; equates to an
Unknown Risk	unknown risk rating having no positive or negative evaluation
	significance.

FACTOR 4 – PRICE:

EVALUATION CRITERIA

The Government will evaluate proposed price offers in order to determine their completeness and reasonableness. The Government will perform its price evaluation by comparing an Offeror's proposed price coefficients, initial task order price, and sample task order prices against the Government's estimate as well as against each of the other Offerors' proposed prices and coefficients. Price evaluations will not result in the assignment of adjective ratings. However, the Government will seek to identify proposal risks associated with the proposed price offers by determining the likelihood of an Offeror's ability to successfully perform at the proposed price coefficients.

Offeror's are cautioned that they must submit the Proposal Schedule in order to enable the Government to conduct a thorough analysis of the proposed price coefficients.

Offerors are cautioned that they must submit a price coefficient for every item in the Proposal Schedule where such a coefficient is required. The unilateral adding or subtracting of price coefficient proposal items, or the making of revisions to price coefficient proposal items, by an Offeror, is not authorized.

6. GENERAL TECHNICAL CRITERIA

- 6.1. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- 6.2. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.
- 6.3. Proposals which are generic, vague, or lacking in detail may be downgraded. The Offeror's failure to include information that the Government has indicated shall be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.
- 6.4. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor will make the offer ineligible for award, <u>unless</u> the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.
- (2) The small business size standard is \$14 M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.	
() Paragraph (d) does not apply and the offeror has completed the individual representations an the solicitation.	d certifications in

- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.) ----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program. -----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program. ----(iii) 52.219-22, Small Disadvantaged Business Status. ----(A) Basic. ----(B) Alternate I. XX -----(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. -----(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. -----(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification. -----(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). XX -----(viii) 52.223-13, Certification of Toxic Chemical Release Reporting. -----(ix) 52.227-6, Royalty Information. ---- (A) Basic. ---- (B) Alternate I. ----(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
(End of Provision)
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52.215-6 PLACE OF PERFORMANCE (OCT 1997)
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:
Place of Performance(Street Address, City, State, County, Zip Code)
Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
(End of provision)
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) () It has, () has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of provision)
252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)
(a) Definitions. As used in this provision

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by

any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

- (2) "Entity controlled by a foreign government"—
- (i) Means—
- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
- (B) Any individual acting on behalf of a foreign government.
- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means—
- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).
- (b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) *Disclosure*. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

<u>DBA REPRESENTATION</u> **DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)**

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service \$4.00 per \$100 of employee remuneration

Construction \$6.00 per \$100 of employee remuneration Security \$10.00 per \$100 of employee remuneration

Aviation \$17.00 per \$100 of employee remuneration

(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but *excludes* per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1)	Compensation of Covered Employees: (Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00
(2)	Applicable DBA Rate: (Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%
(3)	Total DBA Cost: (Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

- (c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.
- (d) CNA Insurance is utilizing Rutherfoord International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherfoord.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherfoord.com.
- (e) Labor Category/Job Classification Definitions:

SERVICE: \$4.00/\$100 "White collar" workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION: \$6.00/\$100 "Blue collar" workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.202-1	Gratuities	APR 1984
	Covenant Against Contingent Fees	
52.203-5	Restrictions On Subcontractor Sales To The Government	APR 1984
52.203-6	Anti-Kickback Procedures	SEP 2006
52.203-7		JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of Improper Activity	1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2007
02.200 12	Transactions	221 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and RecordsNegotiation	MAR 2009
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data	OCT 1997
50.015.10	Modifications	OCT 1007
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other	OCT 1997
£0.000.01	Than Cost or Pricing Data	EED 1000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans	SEP 2006
	of the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	s SEP 2006
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
	Union Dues or Fees	
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	TaxesForeign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984

52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-1	Disputes	JUL 2002 AUG 1996
52.233-3		
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
	Utilities, and Improvements	
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) -	APR 1984
	Alternate I	
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-	SEP 1996
	Price) (May 2004) - Alternate I	
52.249-10 Alt II	Default (Fixed-Price Construction) (Apr 1984) Alternate II	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000		DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code	AUG 1999
	Reporting	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7010	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991 DEC 1991
252.243-7001	Transportation of Supplies by Sea	MAY 2002
252.247-7024		MAR 2002
LJL.Z41-10Z4	Notification Of Transportation Of Supplies By Sea	1VIAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within TBD at the task order level calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . TBD at the task order level * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TBD at the task order level [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;

- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from The date of award through the last day of the final exercised option period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$1,000,000 (insert dollar figure or quantity);
- (2) Any order for a combination of items in excess of \$10,000,000 (insert dollar figure or quantity); or
- (3) A series of orders from the same ordering office within 7 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of the performance periods of all task orders issued within the ordering period contained in 52.216-18 Ordering. (End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30days before the expiration of the base period or 30 days before expiration of the last exercised option.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years 6 months.

 (End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _30 Sept 2010 _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _30 Sept 2010 _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve

System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least Twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated: and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above,

advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract: or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Security

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) onegotiations:	of this clause do not apply to	the following subcontracts,	which were evaluated during
(End of clause)			

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

 (End of Clause)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is-
- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (JUL 2009)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that---

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition of ``commercial item" in section 2.101 of the Federal Acquisition Regulation);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if--
- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
- (ii) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.
- (c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--
- (1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or
- (2) The construction material or components listed by the Government as follows:

Sand, cement asphalt, gravel and other soil materials, stone, concrete masonry units, fired brick, reinforcing steel, electrical materials, gypsum, wall board, roofing materials, paint, valves, floor tiles, acoustical ceiling, panels, other systems, steel joist, miscellaneous metal and building insulations.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:
- "Afghanistan Job Order Contract Technical Specifications" and the "Afghanistan Unit Price Book Job Order Contract Construction Task Catalog" published by The Gordian Group and any specifications and drawings contained in task orders.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

- (b) General.
- (1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.
- (2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) Contractor personnel are civilians accompanying the U.S. Armed Forces.
- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

- (ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.
- (iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
- (c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--
- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.
- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
- (iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.
- (4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.
- (d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--
- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (e) Pre-deployment requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall-
- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--
- (1) A military-run training center; or
- (2) A Web-based source, if specified in the contract or approved by the Contracting Officer.
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (f) Processing and departure points. Deployed Contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.
- (g) Personnel data.
- (1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.
- (2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.
- (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--
- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

- (3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--
- (i) Constitutes violation of the law of war; or
- (ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.
- (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
- (1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The Contracting Officer's Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
- (i) Are adequately trained to carry and use them--
- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL REQUIREMENTS

SECTION 00800

ORDERING PROCEDURES

All task orders will be placed in accordance with the FAR 16.505. In the event of multiple awards, the fair opportunity procedures of FAR 16.505(b) will apply.

JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

- (a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements. (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure

contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

JCC-I/A CLAUSE 952,223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End)

JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

- (a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
- (b) **IRAQ**: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC

within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil;, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

- (c) **AFGHANISTAN**: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(END)

JCC-I/A CLAUSE 952,225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

- (1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >/= 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oralmaxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somotoform, or dissociative disorder, or personality

disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

- (3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- (4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.
- (a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(END)

JCC-I/A CLAUSE 952,225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

JCC-I/A CLAUSE 952,225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(END)

JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

- (a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).
- (1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
- (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
- (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.
- (a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.
- (i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.
- (ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

JCC-I/A CLAUSE 952.225-0001

ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;

DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States; Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility

CPA Order #17, Registration Requirements for Private Security Companies, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, Personal Protection and Contract Security Service Arming, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks:

Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy

Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may

result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense; Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(END)

JCC-I/A CLAUSE 952,236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (MAR 2009)

- (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
- (b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
- (c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70.
- (2) National Electrical Code (NEC),
- (3) the American National Standards Institute (ANSI) C2, and
- (4) the United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc ufc.html

NFPA 70: http://www.nfpa.org

NESC: http://www.standards.ieee.org/nesc

(END)

JCC-I/A CLAUSE 952.225-0010 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

- (a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.
- (b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.
- (c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.
- (d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.
- (e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(END)

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SECURITY (OCT 2009)

- (a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is **§10.00** per **\$100** of compensation for security.
- (c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherfoord International.
- (f) Claims Reporting The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:
- (i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and
- (ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

The District/Center Safety and Occupational Health Manager POC is: Mr. David L. Stanton, 540-665-3471

(g) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherfoord International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breech and could cause your contract to be terminated for default/cause.

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - CONSTRUCTION (OCT 2009)

- (a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA Insurance unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is \$6.00 per \$100 of compensation for construction.
- (c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherfoord International.
- (f) Claims Reporting The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:

- (i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and
- (ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

The District/Center Safety and Occupational Health Manager POC is: Mr. David L. Stanton, 540-665-3471

(g) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherfoord International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breech and could cause your contract to be terminated for default/cause.

O&M SMALL JOB SATOC IDIQ, Various Provinces, Afghanistan

Pre-Proposal Conference



Presented by Paul Daugherty, AED Contract Specialist

ANSF Operations & Maintenance (O&M)

Preserve and Maintain all ANA and ANP bases, facilities and infrastructure in such a condition that they may be effectively used for their designated functional purpose.













- Construction Solicitation
- W917PM-09-R-0113 (or 0114)
- AED North & South (see map)
- \$99,000,000 Total
 - Base Year & 2 Option Years @\$33M Each
- Best Value best combination of technical capability and price



SITE VISIT INSTRUCTIONS

No Site visit will be conducted For this project





DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:

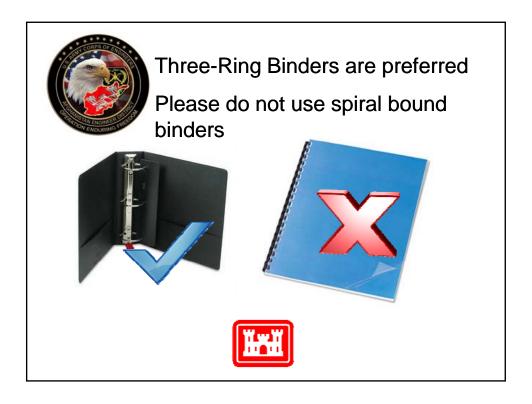
Solicitation No. W917PM-09-R-0113 (or 0114) Offer Closing Date: 28 December 2009 Offer Closing Time: 4:00 PM, Kabul Time

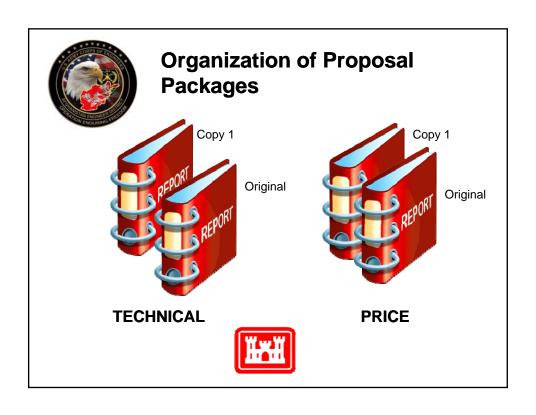
ADDRESS PACKAGES TO:

U.S. Army Corps of Engineers (USACE) Afghanistan Engineer District (AED) Qalaa House, Kabul, Afghanistan Attention: Mr. Paul Daugherty













FILES AVAILABLE ON https://www.fbo.gov

- •RFP & Amendments
- •Unit Price Book
- •Technical Specifications
- •Task Order files



BEST VALUE PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120.

All non-price factors are equal in weight and importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government is concerned with striking the most advantageous balance between technical merit ("quality") and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.



Use TABS that match the Table of Contents...









PRICE PROPOSAL

Proposal Cover Sheet

- Solicitation Number
- •Name, Address, Telephone Number of the Firm
- •Statement Accepting all terms and conditions
- •Names , Addresses, Telephone Numbers of people authorized to negotiate for the Firm with the Government
- •Name and Title of person or persons authorized to sign the document



PRICE PROPOSAL COVER SHEET...

SOLICTATION W917PM-09-R-0113 (or 0114)

KABUL SUPER DUPER GUYS CO. (KSDGCO) 1 KABUL STREET HOUSE # 1000 KABUL, AFGHANISTAN

KSPCO understands and accepts all the terms and conditions as outlined in this solicitation.

Mr. Sayed Mohammad(Manager), Eng. Ahmed Mohammad (Senior Engineer)and Mr. Salim Fatah(President) are authorized to negotiate for this firm. His address is 2 Kabul St. House # 1001, Kabul, Afghanistan Phone Number 079-079-0079

Mr. Salim Fatah(President) is the only person authorized to sign this contract



PRICE PROPOSAL

TAB A:

SF 1442 and Acknowledgement of Amendments

- SF 1442 First 2 Pages signed
- Amendments listed and signed



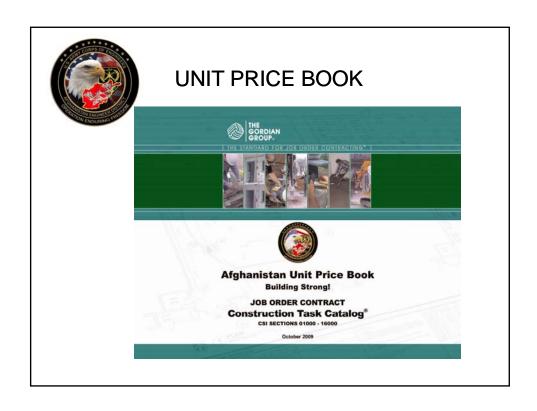
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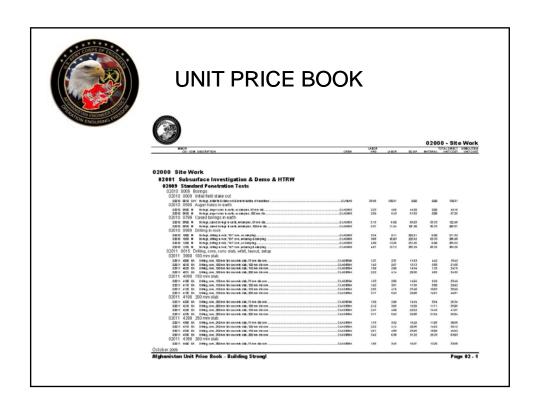
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PRICE COEFFICIENTS

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					Page 65 of 184
ITEM NO 100703 OPTION	SUPPLIES/SERVICES Repair - Normal Work Ho FFP Express the following as p Direct Cost Adjustment Mobilization & Demobiliz Security % Homo Office % G&A Factor % Other (explain in separate Sum the above percentage is the coefficient that will 1 ***Total Price Coefficient FOB: Destination	ercentages of direction % which was a marrative) s and add to 100% be multiplied by the second for the s	% 6. Enter the tothe direct cost	in the Unit Price Book.	MAX AMOUNT
				MAX NET AMT	



PRICE PROPOSAL

TAB C:

Representations and Certifications and Other Statements of Offerors

- CCR Registration if available
 Duns Number/Cage Code if available
 ORCA Registration if available
- Filled Out Clauses such as Third **Country Nations listing**
- JV- Both parties fill out information



PRICE PROPOSAL

TAB E:

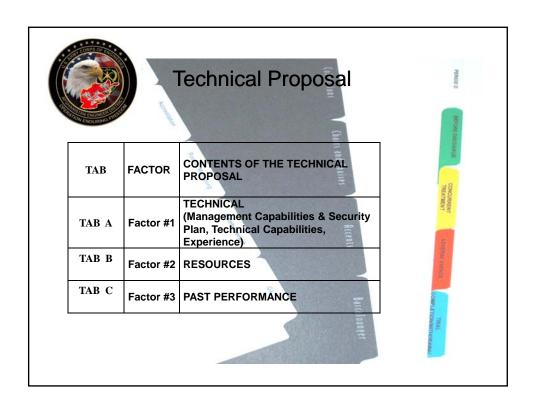
Joint Venture Agreement Form

- · Signed by both parties
- Specifies who is controlling partner and what % they control
- Only an official document by authorized persons
- What are each companies responsibilities?
- Indicate if JV is not complete yet and what stage it is in.

PRICE PROPOSAL

Initial & Sample Task Order Price Proposals

- •CLIN 00101 New Construction UPB Normal Work Hours
- •CLIN 00102 New Construction UPB Overtime
- •CLIN 00103 Repair UPB Normal Work Hours
- •CLIN 00104 Repair UPB Overtime
- •CLIN 0009 Non Prepriced Construction
- •CLIN 0010 DBA Insurance





TAB A - FACTOR 1 TECHNICAL

Page Limitations...

➤ Factor 1, TECHNICAL – Limited to 15 pages, resumes will not count against total page count.

➤ Factor 2, RESOURCES – Limited to 5 pages, organizational charts will not count against total page count.

➤ Factor 3, PAST PERFORMANCE – Limited to 10 pages.



TAB A - FACTOR 1 TECHNICAL

There are three subfactors associated with FACTOR 1...

➤ Subfactor A - Management Capabilities and Security Plan

➤ Subfactor B - Technical Capabilities

➤ Subfactor C - Experience



Technical Proposal

TAB A; FACTOR 1; Subfactor A
Management Capabilities and Security Plan

The plan must address the following elements, as a minimum:

- Capabilities to effectively manage the project, to include project management, quality control, safety, and security.
- •The offer shall include proposed key organizational chart with clarifying descriptions and explanations that depict how various management staff members will interact to accomplish tasks and manage and coordinate activities of various subcontractors. Interaction to include both on and off-site. Chart should clarify who's responsible for the management, quality and safety of the work to be performed and identify major responsibilities.
- •Qualifications and resumes shall be provided for key personnel: Project Manager, Safety Officer, quality Control Manager, Senior Civil Engineer, Senior electrical Engineer, Senior Mechanical Engineer and Construction Superintendent. (each of key personnel must have a minimum of five (5) years professional experience in their field of work.
- Identify special areas of concern and propose mitigating actions to resolve concerns to ensure successful completion of all assigned tasks.
- •Describe how security clearances and base access permission will be obtained in an expeditions manner. Outline security plan per RFP Section 01410. Provide summary of how supply convoys and project site will be secured.



TAB A; FACTOR 1; Subfactor B Technical Capabilities

The plan must address the following elements, as a minimum:

- Capabilities to complete tasks in a expeditious, quality and safe manner.
- •The offeror shall submit plan for providing labor, equipment and material.
- •State number and type of employees, items of equipment available to perform tasks. Plan shall address the availability of equipment and labor resources.
- Describe the methods to be used to ensure the prompt identification and delivery of critical materials, including long lead items that may be associated with tasks.
- •Describe how security clearances and base access permission will be obtained in an expeditions manner. Outline security plan per RFP Section 01410. Provide summary of how supply convoys and project site will be secured.



Technical Proposal

TAB A; FACTOR 1; Subfactor C EXPERIENCE

IMPORTANT EXPERIENCE INFORMATION...

- ➤ Provide at least 3 but not more than 5 Experience Information forms.
- ➤ Project must involve characteristics that are similar to the types of work contemplated by this solicitation as described in scope of work.
- ➤ Project must have been at least partially performed within the last six years.



TAB A; FACTOR 1; Subfactor C Experience

The plan must address the following elements, as a minimum:

- Demonstrate experience performing minor construction repair and maintenance work in Afghanistan.
- •Identify at least three (3) project, but no more than five (5), involving characteristics that are similar to the types of work in this solicitations as described in the scope of work.
- •Project must have been at least partially performed within the last six (6) years and in the Afghanistan geographic location.
- •Following shall be provided for each project: Project name, description of project, description and amount of work actually performed by the Offeror; whether Offeror was prime contractor or subcontractor; location of project; project completion date or percent complete; dollar value of project; dollar value of work actually performed by Offeror.
- •Experience information shall be provided for subcontractors that are anticipated to perform 20 percent or more of the annual dollar value ceiling for the work.



Technical Proposal

TAB B

RESOURCES

The contractor shall submit a list of ALL current ongoing contracts or projects. The list shall include the contract number, contract amount, original contract completion date, current official contract completion date and the current progress. The contractor shall identify the key personnel assigned to each of those projects. See TAB A for the titles of the Key Personnel that should be identified. The contractor shall provide a narrative that explains their capability and plan to implement an additional project and resources available to them without adversely affecting current contracts or projects.



TAB C

Past Performance

For the projects listed under Factor 1; Subfactor C – Experience provide: letters of recommendations, performance evaluations, letters of appreciation, commendations, awards or certificates of appreciation, also provide:

(The following projects are to be the same projects submitted under Factor 1; Subfactor C - Experience.)

- 1. Project Name & Location
- Customer Point of Contact (Note: the Government may contact this customer to verify the Information provided on this form)
- 3. Problems encountered and corrective actions taken,
- 4. List Change Orders and their circumstances,
- 5. Project scheduled Completion date Actual Completion date.
- 6. Initial Project Budget (US Dollars) Final Actual Project cost (US Dollars).
- 7. Safety record and accident reports.



Technical Proposal

TAB C

Past Performance

8. References: Submit the following, Customer Satisfaction letters, Letters of Appreciation, Performance Evaluations, Certification of Achievements, and Letters of Recommendations. (Note: A neutral rating will be assigned If no past performance is submitted)

The Government may utilize at any past performance information available to it, including other contracts to evaluate past performance.



QUESTIONS

Submit questions related to this Solicitation in writing by 18 December 2009

All questions will be submitted to: paul.c.daugherty@usace.army.mil

Please include the solicitation number, and project title with your questions.

